

9.5.1 1001

**BID EVALUATION
FOR
ASBESTOS ASSESSMENT SERVICES**

at
**BUNKER HILL SUPERFUND SITE
Kellogg, Idaho**

Subcontract No. 150

EPA Prime Contract No. 68-W9-0031

Work Assignment No. 31-63-0NX9

July 1994

CHM HILL

Copy No. 19

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INVITATION TO BID

CH2M HILL, under its ARCSWEST contract with the Environmental Protection Agency (EPA), is requesting bids for asbestos assessment, inspection, and abatement inspection and monitoring services at the Bunker Hill Superfund site in Kellogg, Idaho. The work will be conducted as part of EPA's oversight of responsible party activities and fund-lead implementation of the site Record of Decision. The work under this proposed subcontract consists of determining the nature and extent of asbestos-containing materials for the purpose of designing subsequent asbestos abatement projects. Specifically, the Subcontractor will be required to (1) conduct inspection sampling and assessment of asbestos-containing building materials in accordance with asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and modified AHERA regulations, and (2) assist in developing asbestos abatement specifications, and answer technical questions during the asbestos abatement contractor job walk and bidding period. Optional services may be required for monitoring services during the period of asbestos abatement and on-call monitoring services requiring 24-hour response during the period of building demolition.

Bids will be received at the offices of CH2M HILL (Contractor), Attention: Joan Stoupa, 777 108th Avenue NE, P.O. Box 91500, Bellevue, WA 98009-2050 until noon local time, on the 15th day of August, 1994. Bids received after the time and date specified will not be considered.

It is required that bidders attend a pre-bid meeting at the site to be held on Thursday, August 4, 1994 at 10:00 a.m. Bidders are to assemble at the Bunker Hill Superfund Project Office located at 10 East Station Avenue, Kellogg, Idaho. Due to the complexity of the site, attendance at this pre-bid meeting is mandatory. Bidders must attend this meeting to be considered responsive and eligible for further consideration under this solicitation. Bidders are required to provide personal health and safety equipment (for their own use during the pre-bid meeting), including hard hat, safety glasses or goggles, steel-toed boots, coveralls or Tyveks, and respirators.

Each bid must be submitted as specifically directed in the Instructions to Bidders.

In order to perform the work, the successful Bidder shall hold or obtain such licenses and training as required by federal, state, and local statutes. A health and safety program meeting Occupational Safety and Health Act (OSHA), NESHAP, and other applicable regulations is required. Prior to award of the subcontract, the Contractor (CH2M HILL) will examine the apparent successful bidder's cost and pricing data, performance record, and ability to perform the size and type of work specified. Upon request, the Bidder shall submit such information as deemed necessary by the Contractor (CH2M HILL) to evaluate the Bidder's qualifications and pricing.

CH2M HILL reserves the right to reject all bids or any bid not conforming to the intent and purpose of the Subcontract Documents, and to postpone the award of the Subcontract for 120 days from the bid opening date. Award of the Subcontract is subject to EPA consent.

CH2M HILL INC.

Joan Stoupa, P.E.
Project Manager

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Terms used in these Instructions to Bidders are defined in the General Conditions of the Subcontract. This section contains the following subsections:

1. General Information
2. Submission of Technical Proposal
3. Schedule of Prices
4. Project Schedule
5. Evaluation Criteria
6. Award of the Subcontract
7. Current Cost or Pricing Data Information and Certification
8. Period of Performance

1. GENERAL INFORMATION

1.1 CH2M HILL Contact

All submissions and correspondence should be addressed as follows:

CH2M HILL
777-108th Avenue, N.E.
P.O. Box 91500
Bellevue, WA 98009-2050

Telephone: 206/453-5005, Extension 5069
Fax: 206/462-5957

Attn: Joan Stoupa, P.E.

1.2 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be submitted on the bid forms provided herein. Bids may be sent via fax, however, all pages must be received by the date and time due to CH2M HILL and original identical documents must be received at the above address on the following day.

The bid package shall include the following items:

- Cover letter

- Technical proposal, including
 - Project understanding and technical approach
 - Firm capabilities and experience
 - Qualifications of key personnel
 - Proposed sub-subcontractors
- Completed forms, including
 - Bidder Identification
 - Addenda Acknowledgement
 - Schedule of Prices
 - Bidder's Previous Work Experience
 - Proposed Personnel
 - Proposed Sub-Subcontractors
 - Certification of Training, Medical & Safety Requirements
 - Health and Safety Program Certification
 - Occupational Safety and Health, Transportation, and Environmental Standards Certification
 - Bidders Declaration and Understanding
 - Representations, Certifications, and Other Statements of Offerors

1.3 Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for 120 days after the day of the bid opening, but the Contractor (CH2M HILL) may, in its sole discretion, release any bid and return the bid security prior to that date.

1.4 Late Submissions, Modifications, and Withdrawal of Bids (FAR 52.214-7) (Deviation)

Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

- Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th)
- Was sent by mail (or was telegraphic if authorized), and it is determined by CH2M HILL that the late receipt was due

solely to mishandling by CH2M HILL after receipt at the CH2M HILL office

Any modification or withdrawal of a bid is subject to the same conditions as specified above.

The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Bidders shall request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt of the bid at the Contractor's (CH2M HILL) office is the time/date stamp of that office on the bid wrapper or other documentary evidence of receipt maintained by CH2M HILL.

Notwithstanding the foregoing, a late modification of any otherwise successful bid that makes its terms more favorable to the Contractor (CH2M HILL) will be considered at any time it is received and may be accepted.

A bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

1.5 Interpretations and Addenda

The separate sections contained within these Bid Documents are intended to be mutually consistent and to provide all details reasonably required for executing the proposed Work. Any person contemplating submitting a bid shall have thoroughly examined all of the various parts of these Bid Documents, and should there be any doubt as to the meaning or intent of said Bid Documents, the Bidder should request of the Contractor (CH2M HILL) in writing (at least 5 working days prior to bid opening) an interpretation thereof (see Section 1.1, **CH2M HILL Contact**). Any interpretation or change in the Bid Documents will be made only in writing, in the

form of Addenda to the Bid Documents which will be furnished to all registered holders of Bid Documents. The Contractor (CH2M HILL) will not be responsible for any other explanation or interpretations of said Bid Documents.

1.6 Examination of Bid Documents

The Bid Documents are comprised of these instructions, forms to be completed by the Bidder and submitted with the proposal, technical specifications together with attachments and tables, and the subcontract terms and conditions.

It is the responsibility of each Bidder submitting a bid, to (a) examine the Bid Documents thoroughly, (b) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work, (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify Contractor (CH2M HILL) of all conflicts, errors, or discrepancies in the Bid Documents.

The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 1.6; that without exception the bid is premised upon performing and furnishing the work required by the Bid Documents, and such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Bid Documents; and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

1.7 Copies of Bid Documents

Additional sets of the Bid Documents may be obtained from the Contractor (CH2M HILL) upon payment of reproduction costs.

Complete sets of Bid Documents must be used in preparing bids. The Contractor (CH2M HILL) assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Contractor (CH2M HILL), in making copies of Bid Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

1.8 Execution of Bid Documents and Forms

Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary.

Bids by partnerships must be executed in the partnership name and signed by a partner.

If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Contractor (CH2M HILL) prior to opening of bids, or submitted with the bid.

2. **SUBMISSION OF TECHNICAL PROPOSAL**

2.1 A technical proposal must be provided by each Bidder and will be used to evaluate the responsiveness and responsibility of the bidder. The technical proposal should present sufficient information to reflect a thorough understanding of the work and demonstrate the firm's experience and capabilities.

2.2 At a minimum, the technical proposal shall address the following topics arranged in separate sections:

A. Project understanding and technical approach. The Bidder shall provide a narrative in sufficient detail to demonstrate a clear understanding of the work. The technical approach must describe the various operations of the proposed work including requirements, objectives, and rationale.

B. Firm capabilities and experience. The Bidder shall provide a description of the firm including its organization, financial resources, and facilities. The bidder should clearly demonstrate that it has the financial resources and experience to perform the work. The discussion should include a description of firm's experience in completing demolition-level asbestos assessments and monitoring services at large industrial facilities and at hazardous waste sites. Please provide at least ten references for like projects completed by your firm and detailed information about the three most recent projects for this type of work performed by your firm within the last five years. Include client name,

contact name, and telephone number on the form entitled **Bidder's Previous Work Experience** in the Forms section.

- C. **Qualifications of Key Personnel.** The Bidder shall provide key personnel resumes for (1) project manager, (2) field manager, (3) site safety coordinator, (4) and asbestos abatement inspector. Qualifications for the project manager must include at least 10 years of applicable experience, and qualifications for the field manager must include at least 7 years of applicable experience. The project manager, field manager, and site safety coordinator must have significant experience with demolition-level asbestos assessment and monitoring services at large industrial facilities and hazardous waste sites. All personnel are required to have applicable AHERA accreditation for their job classification.
- D. **Proposed sub-subcontractors.** The Bidder shall provide a list of all sub-subcontractors (if any) proposed for the work on the form entitled **Proposed Sub-Subcontractors** in the Forms section. The list should include firm name, address, telephone number, proposed involvement with this project, bid amount, qualifications, references, and recent experience. Sub-subcontractors to be used on this project are subject to CH2M HILL approval, and once approved must be used for the duration of the project.

3. SCHEDULE OF PRICES

- 3.1 The Bidder shall complete the Schedule of Prices included in the section entitled **Forms**. All bid prices shall include costs, overhead, and profit including sales taxes, permit fees, etc., required to be paid by the Subcontractor to perform the work required by the Bid Documents.
- 3.2 The quantities shown on the **Schedule of Prices** are estimated only. CH2M HILL cannot guarantee minimum quantities for any of the line items.
- 3.3 The Bidder shall include prices for all items on both Bid Schedule A and Bid Schedule B. Bid prices shall include all federal, state, and local taxes in accordance with FAR 52.229-3 including all sales and use taxes.
- 3.4 In the case of a mathematical error in extending unit prices times an estimated quantity, the correct mathematical answer will govern.

4. PROJECT SCHEDULE

4.1 The successful bidder must comply with the following project schedule:

- Submit and insurance certificates within 5 days of issuance of Notice of Award.
- Submit Health & Safety Plan prior to initiation of any onsite work.
- Submit Asbestos Assessment and Sampling WP within 10 days of issuance of Notice to Proceed.
- Begin work within 7 calendar days following issuance of Notice to Proceed. Scheduled start date is August 30, 1994.
- Complete field work for Items 1 and 2 (Bid Schedule A) within 30 calendar days from start date. Written survey report must be submitted to CH2M HILL within six weeks.
- If CH2M HILL exercises the option for Bid Schedule B work items, Asbestos Abatement Monitoring On-Call Services, the Subcontractor must be available and onsite within 24-hours. The optional period extends through September 30, 1995.

5. EVALUATION CRITERIA

Proposals will be evaluated using a modified version of the two-step alternative evaluation method described at FAR 14.5. Bidders must first meet minimum acceptable requirements (see 5.1 *Minimum acceptable requirements* below). The Contractor (CH2M HILL) will then evaluate qualifying proposals within the competitive range and assign points in accordance with 5.2 *Technical Proposal* and 5.3 *Price Proposal*. A total of 100 points is available in the review process: 50 points for the technical proposal and 50 points for the price proposal.

5.1 Minimum acceptable requirements. Bidders must submit a proposal meeting the following minimum acceptable requirements prior to evaluation of technical and price proposals. Proposals that do not meet the minimum acceptable requirements may be deemed nonresponsive and will not be further considered.. Evaluation of each bidder's qualifications shall be at the sole discretion of CH2M HILL.

- **Health and Safety Training** - The Bidder must certify that its field employees are health and safety trained (see **Forms, Health and Safety Certification, Certification of Training, Medical and Safety Requirements, and Occupational Safety and Health, Transportation, and Environmental Standards Certification**) or provide equivalent documentation of meeting OSHA and AHERA regulations for entry and work at a Superfund site in the State of Idaho.
- **Project Schedule** - The Bidder must be able to comply with proposed project schedule, including on-call response for optional Bid Schedule B work items and provide acknowledgement in a cover letter accompanying the bid.
- The Bidder must conform in all respects to the Invitation to Bid, Instructions to Bidders, and Conditions of the Subcontract.
- The Bidder must attend the pre-bid meeting held at the Bunker Hill project site at 10:00 a.m. on Thursday, August 4, 1994.

5.2 **Technical proposal.** The Contractor (CH2M HILL) will evaluate each section of the technical proposal listed in 2. *Submission of Technical Proposal*. A listing of the points available for each section is shown below. A maximum total of 50 points will be awarded for the technical proposal.

- Project understanding and technical approach	15 pts
- Firm capabilities and experience	15 pts
- Qualifications of key personnel	15 pts
- Proposed sub-subcontractors	<u>10 pts</u>

Technical Proposal	50 pts
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5.3 **Price Proposal.** The Contractor (CH2M HILL) will evaluate price proposals based on the total cost shown on the Schedule of Prices for both Bid Schedules (A and B). A total of 50 points will be awarded for the lowest total proposed price including any and all options. Points for the other qualifying price proposals in the competitive range will be awarded on a prorated basis.

6. AWARD OF THE SUBCONTRACT

- 6.1 It is expected that within 10 days after the opening of bids, the Contractor (CH2M HILL) will select one of the bids in accordance with *Evaluation Criteria*, and present its selection to the EPA. Award of the subcontract is subject to EPA consent.
- 6.2 CH2M HILL reserves the right to accept or reject any or all bids.
- 6.3 CH2M HILL does not intend to make substantial changes to the Conditions of the Subcontract. Failure of the Bidder to accept the Conditions of the Subcontract may be considered nonresponsive.
- 6.4 A written Notice of Award will be mailed or delivered to the successful bidder at the office designated on the bid forms. Award will be made in accordance with the Evaluation Criteria to the Bidder who, in the Contractor's (CH2M HILL) sole and absolute judgment, will best serve the interests of the Contractor (CH2M HILL) and the EPA.

7. CURRENT COST OR PRICING DATA INFORMATION AND CERTIFICATION

- 7.1 If requested, the apparent successful bidder shall supply the Contractor (CH2M HILL) with detailed cost and pricing information for the unit costs shown on the Schedule of Prices in accordance with FAR 15.805. Detailed cost and pricing information shall include actual cost, overhead, and profit detail.
- 7.2 The successful bidder will be required to execute a Current Cost or Pricing Certificate concurrently upon execution of the subcontract.

8. PERIOD OF PERFORMANCE

- 8.1 The proposed term of the subcontract is August 30, 1994 through October 15, 1994 for Bid Schedule A items, and August 30, 1994 through September 30, 1995 for optional Bid Schedule B items. The Bidder agrees to begin work within 7 calendar days following issuance of Notice to Proceed.
- 8.2 Notice to Proceed and site access will be given to the subcontractor following receipt of subcontractor's performance and payment bonds, insurance certificates, health and safety plan, and decontamination plan.

SCOPE OF WORK

Asbestos Assessment Services Bunker Hill Superfund Site, Kellogg, Idaho

SCOPE OF WORK

Conduct an onsite assessment of the Bunker Hill Industrial Complex to determine the location and quantity of potential asbestos-containing materials (ACMs). The complex includes the Lead Smelter area, the Phosphoric Acid/Fertilizer Plant area, and the Zinc Plant area. Approximately 180 structures are identified in the complex. Site maps showing the structure locations and tables listing structures and base areas are provided as Exhibit A. Schedule of prices for tasks associated with the asbestos assessment are to be included in Bid Schedule A.

Provide assistance in developing asbestos abatement specifications and answer technical questions during the asbestos abatement contractor job walk and bidding period. Schedule of prices for this task are to be included in Bid Schedule A.

Provide full-time monitoring during the period of asbestos abatement and on-call response during the period of demolition. This task is considered optional and will be implemented at the discretion of the Contractor (CH2M HILL). Schedule of prices for this option are to be included in Bid Schedule B.

General

- Use modified¹ Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) guidelines. Although the AHERA regulation (40 CFR, Part 763) is only directly applicable to public schools, the principles presented under the Final Rule shall be generally applied during the performance of this work.
- Provide certified AHERA inspectors, or other appropriately trained individuals to perform the various work tasks. All work must be conducted in accordance with OSHA or other applicable health and safety regulations.

¹In a modified AHERA assessment, fewer samples are collected from a homogeneous material than are required in a full AHERA assessment. Refer to guidance in the pamphlet titled *Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials*, Document No. EPA 560/5-85-030a.

Coordination Meeting, Asbestos Assessment, and Sampling Work Plan, and Health and Safety Plan

The Subcontractor shall:

- After the effective date of the Notice to Proceed, the subcontractor will attend a kickoff meeting at the site with the Contractor. The schedule for this meeting will be decided following contract award. The purpose of this meeting is to introduce key personnel and define the authority and responsibility of each, and establish the administrative procedures to be followed to accomplish the work described in this scope of work.
- Prior to initiation of any onsite work, the Subcontractor shall submit a project Health and Safety Plan, that includes at a minimum requirements under 26 CFR 1910.120.
- Within 10 working days after the effective date of the Notice to Proceed, the Subcontractor shall prepare and submit for review by the Contractor two copies of a draft *Asbestos Assessment and Sampling Work Plan*. The Subcontractor's draft plan shall be in accordance with the requirements of this scope of work and shall include the elements identified in Exhibit B, *Minimum Asbestos Assessment and Sampling Work Plan Elements*. The Contractor will complete review of the Subcontractor's draft work plan within 3 working days following receipt, and shall return written comments to the Subcontractor.
- Within 5 working days after the Subcontractor receives the Contractor's comments on the draft plan, submit three copies of the final *Asbestos Inventory and Sampling Work Plan* to the Contractor which addresses comments posed by the Contractor. Upon approval of the plan, the Subcontractor shall begin the assessment and sampling tasks.
- Payment for this section shall be included on the Schedule of Prices, Bid Schedule A, Item 1.

Field Sampling

During the field sampling, the Subcontractor shall:

- Complete all field sampling activities within 15 calendar days after approval of the Asbestos Assessment and Sampling Work Plan.
- Perform a comprehensive asbestos assessment survey to ensure identification of all ACMs. Locate potential ACMs, sample those materials by destructive sampling methods for laboratory analysis, record the number

and location of the samples for each type of material, and record the extent, including the size and quantity, of the suspected ACMs.

Locations of suspected ACMs that cannot be sampled due to safety issues shall be noted, including material descriptions, size, and quantity.

- Destructive sampling shall include, but not be limited to, tearing up floor coverings, removing ceiling tiles and wall coverings, punching or drilling holes in walls, and verifying if floor tile or mastic runs under walls. No load-bearing components shall be removed. Comply with NESHAP requirements for multi-layered systems (40 CFR 61 as clarified in 59 FR 542). Maintain control over potential release of asbestos fibers. Clean up debris created during each sampling event. Subcontractor will not be required to seal or patch any holes or openings made to collect samples or to investigate various areas.
- Be responsible for providing necessary power supply, lighting, ladders or scaffolding; lifting, sampling and soft demolition equipment; and other equipment necessary to perform the work defined herein.
- Collect bulk samples for each homogeneous area utilizing AHERA sampling protocol as described in the pamphlet titled *Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials*, Document No. EPA 560/5-85-030a.
- Place wetted bulk sample in appropriately labelled containers and record the sample number in a log book, or by other means, with appropriate identifying information. Clearly mark the location of the sample and the sample identifier in the field to facilitate finding the specific location at a later date. Take photos of the sampling areas as appropriate.
- Enter all samples into a chain-of-custody record at the end of each shift. Deliver all samples to the analytical laboratory under the chain-of-custody.
- Payment for mobilization for this section shall be included on the Schedule of Prices, Bid Schedule A, Item 1. Demolition sampling for this section shall be included on the Schedule of Prices, Bid Schedule A, Item 2.

Laboratory Testing

The Subcontractor shall:

- Conduct laboratory analysis of sampled materials at an accredited laboratory to ensure identification of all potential asbestos-containing materials.

Laboratory testing shall be conducted in accordance with National Voluntary Laboratory Accreditation Program (NVLAP) standards. All bulk samples shall be analyzed using polarized light microscopy (PLM) dispersion techniques according to USEPA Interim Method 600/M4-82-020.

- Establish and maintain a quality assurance/quality control (QA/QC) program as outlined in the Asbestos Assessment and Sampling Work Plan.
- When analyzing bulk samples, if one sample in a triad of samples from the same homogeneous area is positive, the remaining samples in that triad will not be analyzed and the homogeneous material will be considered asbestos containing.
- Payment for mobilization for this section shall be included on the Schedule of Prices, Bid Schedule A, Item 3.

Report Preparation and Submittal

The Subcontractor shall:

- Document assessment activities and findings in a report that follows the outline presented in Exhibit C, *Minimum Asbestos Assessment Report Format*. Emphasis is placed on minimizing text by summarizing data in tabular form.
- Prepare a cost estimate for the removal and disposal of ACMs. This cost estimate shall be an "Order of Magnitude" level estimate as defined by the American Association of Cost Engineers. The estimate shall include a listing of pertinent assumptions and provide labor, material and other costs in enough detail to separate the cost of removal and disposal of each different type of ACM material in each individual structure, in accordance with federal, state, and local statutes. For costing purposes, assume disposal of ACM materials at the Lead Smelter site.
- Within 20 calendar days of completion of field sampling activities, the Subcontractor shall submit two copies of the Draft Asbestos Assessment Report for review by the Contractor. Contractor will review the draft report and provide written comments within 5 working days after submittal of the report.
- Within 5 working days after the Contractor provides comments on the draft report, incorporate the comments, finalize the report, and submit five (5) copies (3 bound, 2 unbound) and one electronic copy (on 3.5-inch

floppy diskettes) of all drawings, data tables, and text of the final report to the Contractor. Use the following format in the latest software versions available.

CAD drawing
Text
Spreadsheets

Intergraph or DXF file
WordPerfect or Microsoft Word
Microsoft Excel

- Within 10 working days after the Subcontractor has submitted the final report to the Contractor, attend a four-hour meeting at the Contractor's site office with EPA and the Contractor's representatives to present the results of the asbestos assessment.
- Payment for mobilization for this section shall be included on the Schedule of Prices, Bid Schedule A, Item 1.

Asbestos Abatement Contracting Support

The Subcontractor shall provide the services of the project manager, as shown on the list of key personnel, to perform the following work:

- Assist the Contractor in the development of asbestos abatement scope of work.
- Attend an abatement pre-bid job walk to answer abatement contractor's questions; assist in preparing addenda as needed.
- Assist the Contractor during the bidding period to answer questions raised by the abatement contractors.
- Payment for mobilization for this section shall be included on the Schedule of Prices, Bid Schedule A, Item 4.

Asbestos Abatement Monitoring (Optional)

The following work should be considered optional and will only be conducted upon written authorization by the Contractor. Payment for each of the activities in this section shall be included on the Schedule of Prices, Bid Schedule B. The Item number on the Bid Schedule that corresponds to each activity for pricing purposes is given in parentheses.

Prior to the period of asbestos abatement at the Industrial Complex, the Subcontractor shall:

- Develop a workplan outlining asbestos abatement monitoring activities (Bid Schedule B, Item 1).
- Develop health and safety plan addendum (Bid Schedule B, Item 1).

During the period of asbestos abatement at the Industrial Complex, the Subcontractor shall provide the services of an asbestos abatement inspector, as shown on the list of key personnel, to perform the following work:

- Attend a preconstruction meeting with the abatement contractor and CH2M HILL representatives (Bid Schedule B, Item 1).
- Review and approve submittals (prework, product data and samples, closeout documentation) that are presented by the abatement contractor for general contract compliance and completeness (Bid Schedule B, Item 2).
- Conduct air monitoring to determine background asbestos levels in all areas of the structure where abatement activities are to occur (i.e. in abatement areas and adjacent to the abatement areas). Air monitoring and sample analysis will be in accordance with the National Institute of Occupational Safety and Health (NIOSH) 7400 Method (Bid Schedule B, Item 2).
- Conduct and document on-site air monitoring during abatement activities to ensure that airborne contaminant levels are not being surpassed in accordance with contract documents or regulations and that fiber levels outside the containment are within regulatory and specified guidelines. Individual air monitoring of the abatement workers will be provided by the abatement contractor in accordance with the specifications (Bid Schedule B, Item 2).
- Verify and document on-site air monitoring at the completion of abatement activities to establish that clearance levels have been achieved by the abatement contractor as established in the Specifications (Bid Schedule B, Item 2).
- Provide full-time onsite inspection of the work, including the following (Bid Schedule B, Item 2):
 - i) Observe and document abatement operations to verify that all of the ACM's have been removed and that the plans and specifications have been fully executed.

- ii) Review and verify the abatement work is conducted in compliance with NESHAP regulations.
 - iii) Attend all progress meetings on the project site.
 - iv) Maintain a written log of daily activities and progress.
 - v) Review the abatement contractor's final work product and provide a certificate of final inspection and clearance.
- Document activities and compliance in monitoring reports to the Contractor. Monitoring report format will be supplied (Bid Schedule B, Item 2).

On-Call Asbestos Assessment

Following the period of asbestos abatement, demolition of the Industrial Complex will begin. If ACMs are tentatively identified during demolition activities, an immediate asbestos survey of the area is needed. The Subcontractor shall provide the services of an asbestos abatement inspector as shown on the list of key personnel to perform the following work:

- Provide on-call asbestos assessment services during the period of demolition. A minimum 24-hour response time is required (Bid Schedule B, Item 3).
- Collect bulk samples for each homogeneous area using AHERA sampling protocol. Clearly mark the location of the sample and the sample identifier in the area (Bid Schedule B, Item 4).
- Enter all samples into a chain-of-custody record and deliver all samples to the analytical laboratory under the chain-of-custody (Bid Schedule B, Item 4).
- Conduct laboratory analysis of sampled materials at an accredited laboratory in accordance with NVLAP standards. Maintain QA/QC program (Bid Schedule B, Item 4).
- When analyzing bulk samples, if one sample in a triad of samples from the same homogeneous area is positive, the remaining samples in that triad will not be analyzed and the homogeneous material will be considered asbestos containing (Bid Schedule B, Item 4).
- Provide testing results within 24 hours from receipt of sample (Bid Schedule B, Item 4).

- Provide contractor with a letter report containing areas sampled, testing results, material type(s), quantity(ies), and location(s) within 72 hours of request for assessment services. Facsimile (fax) delivery of report is adequate (Bid Schedule B, Item 3).
- Provide oversight of asbestos abatement during demolition on an as-required basis (Bid Schedule B, Item 2).

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Exhibit A
Bunker Hill Smelter Complex Structures

CH2M HILL does not warranty the accuracy or completeness of the attached drawings and tables.

TABLE 1

STRUCTURAL SURVEY

LEAD SHELTER - (PLATE 7)

SURVEY DATES - AUGUST TO NOVEMBER 1987, JUNE 1988, AND MARCH 1989

(CHANGES FROM 1987 SURVEY ARE UNDERLINED)

Plate 7 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height ^d (ft)	Structure Density Pack ^c (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
D8	General Office Building(2 levels) S-1	3,500	30	5	C,W	G	B	G	B	G	W	G	
D8	Parking Shed, S-2	4,300	20	5	C	F	W	F	W	F	W	F	
D10	Dry House, S-3	8,400	50	50	C	G	M,W	G	W	G	W	G	Monitors deteriorated.
D6	Lead Storage Shed, S-4	12,200	25	5	C	G	W	P	W	P	W	P	Collapsed roof on eastern half of shed. Train shed ready to collapse.
E5	Storage Bldg. (2 levels), S-5	3,500	40	10	C,W	F	M,B	G	M	G	W	F	Some rotten wood under roofing.
E4	Acid Tank Bldg., S-6	600	20	60	UK	UK	M,W	P	M,W	P	W	P	Building is partially collapsed Interior not inspected because of hazardous structural condition.
E5	Brick Shed, S-7	4,600	60	0	C	G	C,B	G	M,W	G	W	G	
E5	Change Room Bldg., S-8, Gold & Silver Refinery S-9, and Retort Bldg., S-10	13,500	50	20	C	G	C,M,B	G	C,M	G	M	G	Six retorts, brick flue behind. Standing water on floor of Silver Refinery.
E6	Pump House Bldg., S-11	1,000	12	30	C	G	B	G	B	G	W	P	2' to 4' water covers floor. Pumps and piping intact.
E6	Cupel Room, S-12	3,600	50	30	C	G	B	G	C,M	G	W	P-G	One broken roof truss observed. Corrugated metal roof heavily corroded.

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown.^b Structural Condition: G = good, F = fair, P = poor, UK = unknown.^c Structure density pack is an estimate of the percentage of building interior occupied by equipment, platforms, and walkways.^d Issue: etc.

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure	Structure	Structure	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		Base Area (ft ²)	Height (ft)	Density Pack (X)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
E6	Lead Refinery (3 levels), S-13	25,700	100	60	C	G	M,W	G	M	G	M	G	Cladding and roofing are fair.
E7	Blast Furnace Bldg., S-14	15,700	80	60	C	G	M	G	M	G	M	G	Two furnaces intact. Potential for wind transport of contaminants due to open (original construction) northern side.
E8	Slag Fuming Plant, S-15	15,000	60	50	M,C	G	M	G	M,W	G	M	F-G	Conveyors and furnaces. Moderate fire damage to structure in southwestern corner. (S26)
E9	Electric House, S-16	900	25	30	C	G	B,W	G	B	G	M	G	Electrical panels partially intact.
E9	Zinc Baghouse (2 levels), S-17	7,100	60	60	C	G	M	G	M,W	G	M	G	
F9	Sinter Plant, S-17A	6,800	25	80	M	P-G	Open	-	M	G	Open	-	Substantial equipment and pipin and <u>17A2 removed</u> .
I8	Acid Plant (Building), S-17B	1,000	10	50	C	G	C	G	C	G	C	G	
I8	Acid Plant (Tanks & Process Equipment), S-17B	5,000	30	60	M	F	M,F,W	F	M,M	F	M	F	Some equipment has been salvage
E10	Effluent Water Plant, S-17C	1,300	10	0	M	F	Open	-	M,C	F	Open	-	Open steel structure, <u>removed</u> , potential for wind transport of lime.
E9	Car Unloading Bins, S-18	1,200	30	10	D	G	M	F-P	M	F-P	M	F-P	Tracks intact. Structure old and deteriorated.

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ¹	Condition ²	Material ¹	Condition ²	Material ¹	Condition ²	Material ¹	Condition ²	
F10	Crushing Plant, S-19	6,500	60	70	M,C	G	M,C	G	M	G	M	G	<u>Rod mill equipment removed,</u> <u>Drier intact.</u>
F10	Preparation Plant, S-20	19,800	80	5	M,C	E	W,M	G	M	G	M	G	
F10	Bedding Plant, S-21	12,600	70	0	C	E	C,W	G	M	G	W	G	Reclaimer machine intact.
F10	Pelletizing Plant, S-22	5,300	70	40	C	E	C,W	G	M	G	W	G	
E10	Impactor Bldg., S-23	800	30	20	C	G	W	G	M	G	M	G	Large holes on south side of building from salvage activities
E9	Electric Shop, S-24	3,200	25	0	C	G	C,M	F	M	G	M	G	<u>West end wall open.</u>
E8	Coal Bin (and adjacent conveyor), S-26	300	15	10	UK	UK	C	G	-	-	-	-	Extensive fire damage, wooden structure has collapsed. Concre structure below is in good condi Interior not inspected because o hazardous structural condition.
E8	Maintenance Shop and Offices, S-27	2,200	0	0	C	G	Removed		Removed		Removed		
E9	Water Softener Bldg., S-28	500	15	10	C	G	C,W	G	C	G	W	G	
F7	Blower House, S-30	5,900	30	70	C	G	B,W	G	B,M,W	G	W	G	
F6	Compressor House, S-31	1,500	30	70	C	G	C,M	G	M	G	M	G	

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area	Structure Height	Structure Density Pack	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		(ft ²)	(ft)	(%)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
F6	Cadmus Plant, S-32	6,800	70	50	C,W	G	M,W	G	M	G	M	G	
F4	Dry Ore Reduction Plant, (5 levels), S-33	8,000	70	20	W	P	W	P	W	F	W	P	Building appears to be structurally unsound.
F4	Electric Furnace Bldg., (2 levels), S-34	3,700	70	20	C	G	M,F	F	W	F	W	F	Building is attached to dry ore reduction plant.
F4	Carpenter Shdp., S-35	42,800	25	5	W	G	M,W	G	W	G	W	G	
F3	Framing Shed, S-36	3,200	20	0	C	G	M,W	G	W	G	W	G	
F3	Lumber Shed, S-37	2,100	25	0	D	G	W	P	W	P	W	P	Open on one side. Deteriorating due to age.
F4	Lumber Storage Bldg., S-38	1,100	30	0	D	G	W	P	W	P	W	P	Open on two sides. Deteriorating due to age.
G3	Paint Shop, S-39	900	20	10	W	P	M,W	P	W	P	W	P	<u>No fire damage observed.</u>
G3	Track Repair Shop, S-40	1,000	20	10	W	G	M,W	G	W	G	W	G	
G5	Coal and Coke Storage Bins, S-41	12,700	15	0	C	F	C,W	F	C,W	F	W	F	Concrete bin walls are spalling. Unstable wood supporting structures. <u>Heavy deterioration.</u>

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
610	Feed Conveyors (2 levels), S-44	10,000	25	0	C,W	F	W	F	W	F	W	P	Deteriorating due to age of wooden structure.
610	Ore & Concentrate Bins, S-45	9,500	20	0	M	G	M	G	-	-	M,W	G	Weak planking in track area.
610	Roundhouse, S-46	3,500	30	5	C,W	G	W	G	W	G	M	G	
610	Sample Shed, S-47	3,500	25	5	M,W,C	P	W	P	W	P	W	P	Southern wall of building is loose, open scale pit in building. <u>Roof sags, bad shape.</u>
69	Warehouse(2 levels), S-49	7,000	40	5	C,W	G	W	G	W	G	W	G	
19	Machine & Repair Shops, S-50	31,000	60	5	C	G	M,W	G	M	G	M,W	G	
19	Electronic Repair Shop, S-51	2,000	40	0	W	G	M,W	G	W	G	W	G	
19	Oil House, S-52	800	30	0	C	G	C	G	C	G	C	G	
66	Fan House, S-55	800	30	30	C	G	M	P	W	P	W	P	Deteriorating due to age.
66	Scale House, S-56	500	15	5	W	P	W,F	F	W	F	W	F	Open pits and deterior- ated floor in portions of bldg. area.
67	Main Baghouse, S-57	27,500	70	40 (bags) 10(struct.)	C	JK	B	P-G	C,B	P-G	W	F	Some cracked bricks in exterior walls, wall has split at the northeastern corner, concrete walkways and supports are corroded. Interior not inspected because of hazardous structural condition and no access.

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown^b Condition: G = good, fair, poor, unknown

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
G6	Fan Room, S-58	3,600	60	20	C	UK	B	UK	B,W	UK	W	UK	Okay exterior. Interior not reviewed because of no access except in main Baghouse area, which had hazardous structural condition.
G6	Wheelabrator Baghouse (3 levels) S-59	1,300	60	40	C	G	M,W	G	M	G	M	G	Northern end open (original construction); potential for wind transport of contaminants.
G6	Norblo Baghouse, S-59A	800	60	40	C	G	Open	-	M,W	G	M	G	Heavy concrete foundation for large blower unit.
H6	Fan House, S-60	400	30	60	C	G	M	F	M	F	M	F	Some corrosion of corrugated steel siding and roofing.
H6	Cottrell Fan Room, S-61	3,500	30	70	C	G	M,W	G	M	G	M	G	Large fan intact. Intake duct badly deteriorated.
H7	Bureau of Mines Bldg., S-64	1,500	20	0	C	G	M	G	M	G	M,W	G	
H6	Cottrell Dust Dump, S-65	1,000	6	10	UK	UK	C	F	-	-	Open	-	Structure mostly removed, only foundations and small platform remain.
H6	Filter Cleaning Shed, S-66	400	15	0	C	G	C	G	-	-	C	G	Interior wall has been removed. Platform only.
H5	Pressure Leaching Plant, S-67	6,500	0	0	Removed		Removed		Removed		Removed		
H5	Thawing Shed, S-68	6,800	40	0	D	G	M	G	M	G	M	G	Northern end open (doors missing).

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area	Structure Height	Structure Density Pack	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		(ft ²)	(ft)	(%)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
I7	Stack, S-69 - newer, larger	1,500	700	15	C	G	-	-	C	G	-	-	Fiberglass liner.
H7	Stack, S-69 - older, smaller	250	300	15	C	G	B	G	B	G	-	-	
I7	Domestic Water Tanks (2), S-70	700	20	0	W	F	W	F	-	-	W, Open	F	<u>Two old wooden tanks, one completely collapsed.</u>
K6	Lumber Storage Shed, S-72	3,600	0	0	Removed		Removed		Removed		Removed		
E7	Warming Shed, S-78	1,530	35	20	C	G	W	G	W	G	W	G	
F7	Coke & Sinter Storage Bins, S-79	11,700	20	5	C	G	C	G	C	G	Open	-	
D8 F7	Car Shaker, S-81 <u>Blower House</u> <u>Storage (S-82)</u>	5,000 800	15 15	20 20	D C	G G	C W	G F	M W	G G	C W	G F	<u>Removed.</u>
F9	Sinter Plant Control Bldg., 17A1	1,000	60	50	M,C	G	M	G	M	G	M	G	Electric panels intact.
F9	Sizing Bldg., 17A2	1,600	0	0	Removed		Removed		Removed		Removed		
F9	Lurgi Baghouse (3 levels), 17B	2,000	70	40(bags) 10(struct.)	C	G	C	G	C	G	-	-	Unstable entry catwalks. Insulation falling from building exterior.
E5	Tank, MC4	500	10	0	W	UK	W	F-P	-	-	Open		<u>Collapsed.</u> Floor not inspected because of no access.
E4	Settling Tanks (2), MC30	2,500	25	10	M	G	M	G	-	-	W	P	Boards loose or missing on tank tops. <u>Shed collapsed.</u>

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Conditions: G = good, F = fair, P = poor, UK = unknown

(mark transducer)

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
F5	Tank, MC31	600	10	10	W	G	W	G	-	-	Open	-	<u>Water-filled.</u>
G6	Tank, MC33	700	30	5	M	G	M	G	-	-	M ^c	P	Tank top rusted.
E10	Thickener Tank (near Dry House)	1,300	0	0	Removed		Removed		-	-	Removed		
F9	Tank west of sizing Bldg., 17A2	320	0	0	Removed		Removed		-	-	Removed		
F5	Cadmium Plant Tanks (6)	300	6-15	10	W	P	W	P	-	-	Open	-	Wooden staves deteriorated. Not reviewed in 3/22/89 resurvey because of lack of access.
F5	Cadmium Plant Tanks (3)	120	6-30	10	M	G	M	G	-	-	M	G	Not reviewed in 3/22/89 resurvey because of lack of access.
H5	Tanks (3) on east side of Pressure Leaching Plant, S-67	1,600	15	0	M	G	M	G	-	-	M	G	
G8	Oil House, MC43	400	15	0	C	G	C	G	C	G	M	G	
E7	Old Brick Flue (abandoned in 1977)	11,000	10	10	B	P	B	P	B	P	B	P	Open in many areas, loose bricks present. Potential for for water transport of contaminants. <u>Walls collapsed in some areas.</u>
H6	Baghouse Exit Flue	1,900	10	10	B	P	B	P	B	P	B	P	Open in many areas. Crumbling unstable structure. Abandoned in 1977. <u>Exit from baghouse sealed.</u>

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

Tank top (cover)

TABLE 1 (Continued)

Plate 7 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
F7	Push Fans Bldg.	2,800	30	40	C	G	M	G	M	G	M	G	
H7	Pull Fans Bldg.	2,800	30	40	C	G	M	G	M	G	M	G	

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 2
STRUCTURAL SURVEY
PHOSPHORIC ACID/FERTILIZER PLANT - (PLATE 8)
SURVEY DATES - AUGUST TO NOVEMBER 1987, JUNE 1988, AND MARCH 1989
(CHANGES FROM 1987 SURVEY ARE UNDERLINED)

Plate 8 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height ^d (ft)	Structure Density Pack ^c (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
E7	Dry Room (Mobile Trailer)	400	10	20	W	G	M,W	G	W	G	W	G	
D8	Ammo.- Phos. Mfg. Bldg.	20,000	60	30	C	F	F,M	<u>P-G</u>	M	G	M	G	<u>Large holes in walls from equip- ment salvage. Some loose exter- shingles, equipment and structu- moderately corroded.</u>
D7	Acid Plant (5 levels)	6,800	80	70	C	G	M,F	G	M	G	M	G	<u>Some loose exterior shingles. Corrosion on column bases and pedestals.</u>
C6	Suspension Plant Storage Bldg.	600	15	0	UK	UK	M	F	M	F	M	F	Floor could not be inspected be- of standing water in floor area
C7	Phosphate Rock Unloading Bldg.	11,000	25	10	C	<u>P-G</u>	M	G	M	G	M	G	Grizzly has fallen into bin below.
D7	Process Tanks (2) on ground floor of Acid Plant	630	40	20	M	G	M	G	-	-	M ^e	G	
D7	Phosphate Rock Silo	700	70	25	C	G	C	G	-	-	C	G	
D5	Sulfuric Acid Tank	450	20	5	M	G	M	G	-	-	M	G	Drums containing mercury sludge inside tank.
D5	Phosphoric Acid Tank	450	20	5	M	G	M	G	-	-	M	G	

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

^c Structure density pack is an estimate of the percentage of building interior occupied by equipment, platform, and walkways.

^d Visual estimate.

^e Tank top (cover)

TABLE 2 (Continued)

Plate # Coordinates	Structural Identification	Structure	Structure	Structure	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		Base Area (ft ²)	Height (ft)	Density Pack (%)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
E6	Phosphoric Acid Tanks(5)	4,500	30	5	M	G	M	G	-	-	M	G	Bluish-green liquid in exterior sump below easternmost tank. Potential for water transport of contaminants.
F9	Office	1500	50	-	-	-	-	-	-	-	-	-	Okay from exterior. Not inspected because was opera- tional with "Storage and Shipping."
D10/11	Storage & shipping	40,000	40+	-	-	-	-	-	-	-	-	-	Not reviewed because was in use (operational).
B6	Railcar Acid Loading Rack	100	25	100	-	-	-	-	M	G	-	-	Steel frame rack, no building.
B6	Truck Acid Loading Rack	100	25	100	-	-	-	-	M	G	-	-	Steel frame rack, no building.
B8	NH ₃ Unloading Rack	20	15	100	-	-	-	-	M	G	-	-	Steel frame rack, no building.
E3	Pond (Phosphoric Acid Spill Pond) ^c	14,400	0	0	Plastic	F	Plastic	F	-	-	-	-	One visible tear observed. Flooded, 3/22/89.

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

^c Dimensions are presented in "Response to EPA Comments to Subtask 8.5 Data Report: Surface-Water Impoundment Sampling (PDO81/8512)."

TABLE 3
STRUCTURAL SURVEY
ZINC PLANT - (PLATES 3 (PD058/82260) AND 9)
SURVEY DATES - AUGUST TO NOVEMBER 1987, JUNE 1988, AND MARCH 1989
(CHANGES FROM 1987 SURVEY ARE UNDERLINED)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height ^d (ft)	Structure Density Pack ^c (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
63 (Plate 3)	Sulfuric Acid Storage Tanks (9)	13,500	30	0	M	G	M	G	-	-	M	G	Potential for water transport of contaminants through outside area. Loading rack on western side of tanks is unstable.
G4 (Plate 3)	Acid Purification Bldg.	1,800	15	10	C	G	C,M	G	M	G	M	G	Potential for water transport of contaminants through area. Hole in north wall from salvage activities.
A5 (Plate 3)	Old Cottrell - internal flue	1,500	40	10	UK	UK	B	P	M	G	-	-	Open area at eastern end. Loose bricks. Floor not inspected because of no access.
A5 (Plate 3)	Old Cottrell - ground floor	5,600	10	30	C	G	W	G	M	G	-	-	
A5 (Plate 3)	Old Cottrell - middle floor	5,600	15	40	C	G	W	G	M	G	-	-	
A5 (Plate 3)	Old Cottrell - top floor	5,600	25	10	C,W	G-P	W	G	M	G	W	G	
A6 (Plate 3)	Balloon Flue	5,000	10	10	M	F	M	F	-	-	M	F	Rusted <u>roof structure</u> .
E14 (Plate 3)	Quonset Huts (3)	15,000	20	5	C	G	M	G	M	G	M	G	Two additional Quonset Hut foundations remain.

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

^c Structure density pack is an estimate of the percentage of building interior occupied by equipment, platforms, and walkways.

^d Visual estimate.

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
D14 (Plate 9)	Concentrate Handling Bldg.	30,800	90	30	C,M	G	M	G-P	M	G	M	G	Some openings in walls due to equipment removal. <u>50%</u> of roof has been removed, leaving the tall west walls cantilevered from foundation without lateral support - <u>Wind safety problem.</u>
D13,D15 (Plate 9)	Slurry Tanks (2) in Conc. Handling Bldg.	300	0	0	Removed		Removed		-	-	Removed		
D14 (Plate 9)	Pressurized Tank	1,000	0	0	Removed		Removed		-	-	Removed		
D13 (Plate 9)	Water Storage Tank	300	15	5	M	G	M	F	-	-	M	G	Cleanout opening cut near base. <u>Side buckled.</u>
D12 (Plate 9)	Calcine/Dry Conc. Silo	1,000	40	10	C	G	C	G	-	-	-	-	
D11 (Plate 9)	Roaster Bldg. (5 levels)	9,200	100	60	C,M	G	M	G	M	G	M	G	<u>Damage to nonstructural block wall at west face of bldg.</u> <u>Adjacent steel column undamaged</u>
D10 (Plate 9)	Boiler House	2,500	60	40	C	G	M	G	M	G	M	G	
D9 (Plate 9)	Compressor House	3,700	50	30	C	G	M	F	M	G	M	G	Major opening in wall for equipment removal.
E9 (Plate 9)	Oil House	500	0	0	C	F	C	P	Removed		Removed		Building has been partially demolished.
E14 (Plate 9)	Framing Shed	3,900	30	20	C	G	M	G	M	G	M	G	<u>Asbestos storage.</u>

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
E13 (Plate 9)	Lead Shop	1,700	30	10	C	G	W	G	W	G	W	G	
E13 (Plate 9)	Carpenter Shop	4,200	40	5	C	G	W	G	W	G	W	G	
E11 (Plate 9)	Pipe Shop	1,600	20	10	C	G	C	G	C	G	M	G	
E10 (Plate 9)	Warehouse (4 floors)	5,400	50	20	C	G	C	G	C	G	M	G	Reinforced concrete structure.
E10 (Plate 9)	Machine Shop	3,200	30	30	C	G	W	P	C,W	G	W	G	Standing water and trash on floor.
E9 (Plate 9)	Welding/Maintenance Shop	4,800	0	0	C	G	Removed		Removed		Removed		Open area.
E11 (Plate 9)	Acetylene Bldg.	700	20	0	C	G	C	G	C	G	W	G	
C5 (Plate 9)	Concentrate Unloading (upper area)	7,000	30	10	Grizzly	P	W	F	M	G	M	G	Some loose and broken grizzlies.
C5 (Plate 9)	Thaw Shed	10,700	30	15	W,C,M	P	W	F	M	F	M	F	Steel frame in good condition but wooden floor shows deter- ioration and some wall sheeting is missing.
C6 (Plate 9)	Roaster Floor - top level	21,900	10	70	W	F	W,M	F	M	G	M	G	Basic steel structure is sound, but some cladding is damaged and corroded.
C6 (Plate 9)	Roaster Floor - middle (4) levels	21,900	40	70	M,C	G	W,M	F	M	G	-	-	Not reviewed 3/22/89 because of because of lack of access.

^a Structural Material: M = metal, W = wood, B = brick, C = concrete, F = fiberglass, D = dirt, UK = unknown

^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
C6 (Plate 9)	Roaster Floor - bottom level	21,900	10	70	C	G	W,M	G	M	G	-	-	Not reviewed 3/22/89 because of lack of access.
D6 (Plate 9)	Leach Floor	16,000	80	40	W,M,C	G	W	G	M	G	M	G	Basic steel structure is sound, but some cladding is damaged and corroded. Not reviewed 3/22/89 because of lack of access.
D6 (Plate 9)	Tanks (17) on Leach Floor	4,600	6-25	-	W,M, Plastic	UK	W,M, Plastic	UK	-	-	UK	UK	Not fully inspected during reconnaissance because of lack of access to tanks.
D8 (Plate 4)	#1,#2 Leach Surge ^c Tanks	1,000	15	15	W	F	B,W	F	-	-	M ^c	F	Brick lining is collapsed. Tanks are covered by agitator support structure.
E6 (Plate 9)	Purification Floor	16,900	70	60	W,C	G	W	G	M	G	M	G	
E6 (Plate 9)	Purification Tanks (14)	4,400	20	10	W	UK	W	F-G	-	-	W	UK	Wood is deteriorated. Tanks not fully inspected because of lack of access.
E7 (Plate 9)	Filter Floor	11,700	70	40	C	G	W	F	M	G	M	G	Running water observed at southern end of building. <u>Wood floor deteriorated.</u>
E6 (Plate 9)	Tank Floor	13,900	60	80	C	G	W	G	M	G	M	G	Extensive tankage.
E6 (Plate 9)	Neutral & Acid Tanks (9) on Tank Floor	4,500	10-30	-	W	UK	W	UK	-	-	UK	UK	Not fully inspected because of lack of access to tanks.
E6 (Plate 9)	Neutral & Acid Tanks (3) on Tank Floor	60	10-20	-	M	UK	M	P	-	-	UK	UK	Not fully inspected because of lack of access to tanks.

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TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
F6 (Plate 9)	Residue Floor	12,500	35	30	C	G	F,W	F-G	M	G	M	F	Running water observed at southern end; potential for water and wind transport of contaminants. Open wall on portion of northwestern side.
F5 (Plate 9)	Burt Filter Wash Water Tanks (4)	800	20	10	W	F	W	F-G	-	-	M ^c	F	Wood is deteriorated.
EB (Plate 9)	Thickener Tanks (6)	4,000	12	10	W	F	W	F	-	-	M ^c	F	Wood is deteriorated.
EB (Plate 9)	Fan House	700	15	10	W	F	M	P	W	F	M	F	Walls are open on two sides. Not reviewed 3/22/89.
F4 (Plate 9)	Cobalt Bin	50	20	20	W	F	W	F	W	F	W	F	Potential for water transport of contaminants.
F3 (Plate 9)	Cadmium Plant	7,100	30	70	C,W	F	W,M	P	W	P	W	F	Some openings on western wall, potential for water and wind transport of contaminants.
F3 (Plate 9)	Tanks (11) in Cadmium Plant	1,400	20	10	UK	UK	W	F-P	-	-	W ^c	F	Wood is deteriorated, access holes cut near bases. Floors not inspected because of no access.
F3 (Plate 9)	Tanks (4) in Cadmium Plant	120	4-20	-	M	UK	M	F-P	-	-	M, Open ^c	UK	Floors and roofs not inspected because of no access.
F5 (Plate 9)	Launder Bridge	1,800	10	30	W	F	W	F	M	F	M	F	
C4 (Plate 9)	Mist precipitators east of Roaster Floor	350	25	50	M	G	M	G	-	-	M	G	Not reviewed 3/22/89.

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^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

^c Tank top (cover)

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area	Structure Height	Structure Density Pack	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		(ft ²)	(ft)	(%)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
D3 (Plate 9)	Pretreatment Plant	6,100	90	60	W	G	W,C	G	M	G	M	G	Minor hole on western wall caused by equipment removal.
C3 (Plate 9)	Dryer Building	2,200	90	40	W	G	W	G	M	G	M	G	Not reviewed 3/22/89.
D3 (Plate 9)	Tanks (6) in Pretreatment Plant	1,800	4-25	10	W	F	W	F-G	-	-	W, Open	F	Wood is deteriorated.
D2 (Plate 9)	Tanks (4) in Pretreatment Plant	180	4-10	10	M	G	M	G	-	-	M	G	
C2 (Plate 9)	"Acid Tank" east of Pretreatment Plant	500	20	5	M	F	M	F-P	-	-	M	UK	Roof not inspected because of tank location on hillside - no access above tank.
B5 (Plate 9)	Acid Plants (2) (outside tanks and process equipment)	30,000	20	50	C,M	F	Open	-	M,C	F-P	Open	-	Some corrosion to structural members and piping. Some column webs have suffered major loss of section due to acid leakage. Potential for water transport of contaminants through outside area. <u>Heavy deterioration of concrete cover of foundation pedastals and footings observed</u>
A3 (Plate 9)	Mill Tank	700	25	10	W	P	W	P	-	-	Open	-	<u>Failed.</u>
A3 (Plate 9)	Mill Water Tank	700	25	5	UK	UK	M	F	-	-	M	G	<u>Failed.</u> Floor not inspected because of lack of access.
C3 (Plate 9)	Slurry Tank	700	30	5	M	UK	M	G	-	-	M	G	
B5 (Plate 3)	Stack	400	630	10	C	G	-	-	C	G	-	-	

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^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure	Structure	Structure	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		Base Area (ft ²)	Height (ft)	Density Pack (%)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
G7 (Plate 9)	Melting Room Dock	3,100	20	10	C	G	Open	-	W	F	W	F	Okay. Arcade damage and deterioration of wood/built-up roof.
G4 (Plate 9)	Drossing Plant	2,600	20	10	C	F	M,F	P	M	F	M	G	Some steel columns damaged from operations in work area.
G4 (Plate 9)	Dross Shed	600	15	30	C	F	M	F	M	F	M,W	G	Structure area has been heavily used.
G4 (Plate 9)	Zinc Dust Bldg.	1,300	30	10	C,W	G	C	F	W	G	W	G	Chicken wire/tar paper walls.
H4 (Plate 9)	MnO ₂ Room Addition	2,300	30	20	M,C	P	W	P	M	F	W	F	Loose and broken floor boards throughout area. <u>Roof monitor failed.</u>
H4 (Plate 9)	Tanks (8) in MnO ₂ Room Addition	400	4-10	10	W	F	W	F	-	-	UK	UK	Wood and metal are corroded. Roofs not inspected because of lack of access.
H4 (Plate 9)	Tanks(3) in MnO ₂ Room Addition	60	4-6	10	M	P	M	P	-	-	UK	UK	Wood and metal are corroded. Roofs not inspected because of lack of access.
H4 (Plate 9)	Manganese Dioxide Room (incl. substation)	43,400	40	70	C	P	M,F	P	M	P	M,M	F-P	Heavy corrosion at certain column locations.
H4 (Plate 9)	Tanks (10) in MnO ₂ Room	16,000	8	10	W	F	W	P	-	-	Open	-	Extensive damage due to tank liner salvage activities. Tanks were lead-lined.
15 (Plate 9)	Tank outside of MnO ₂ Room	1,500	8	10	W	UK	W	G	-	-	Open	-	80% full of water. Return electrolyte water tank.
12 (Plate 9)	Cooling Tower	4,600	35	90	C,W	P	W	P	M,M	P	W	UK	Heavy corrosion and rotting in base and throughout, sagging structure. <u>Very poor.</u> Roof not inspected because of structural hazard and no access

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^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
I3 (Plate 9)	Pump House	1,200	35	20	C	F	M	F	M	F	M	P	Corrosion of structural members. Poor roof.
I2 (Plate 9)	Mercury Precipitation Bldg.	2,500	15	20	C	G	M	F	M	G	M	G	Hole in southeast corner from salvage activities.
I2 (Plate 9)	Tanks (2) in Mercury Precipitation Bldg.	800	8	10	M	G	M	G	-	-	Open	-	
I2 (Plate 9)	Tanks (2) on west side of Mercury Precipitation Bldg.	80	3	5	-	-	M	G	-	-	-	-	Cylindrical stainless steel activated carbon filter tanks.
J7 (Plate 9)	Anode Cleaning Bldg.	7,600	30	10	M	G	M	G	M	G	M	G	
J7 (Plate 9)	Anode Mfg.	1,400	20	20	C	G	M	G	M	G	M	G	A pre-engineered building.
J7 (Plate 9)	Trestle	1,500	12	15	M	P	M	F	M	F	M	F	Wood is deteriorated from chemical action of Cell Room.
H7 (Plate 9)	Cell Room - upper level	47,600	20	60	M,F	P	M	P-F	M	F	M	F	Heavy corrosion of steel ceiling beams and some columns. Potential for wind transport of contaminants through open windows.
H7 (Plate 9)	Cell Room - middle level	47,600	20	10	M,F	P	M	P-F	M,W	F	-	-	Wood is deteriorated from chemical action. Some parts of ceiling have collapsed.

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^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area (ft ²)	Structure Height (ft)	Structure Density Pack (%)	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
					Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
H7 (Plate 9)	Cell Room - lower level	47,600	20	60	C	G	C, W	P	W, M	P	-	-	Wood deteriorated from chemical action.
G6 (Plate 9)	Melting Room	11,700	40	40	C	G	W	G	M	G	M	F	<u>Mild corrosion.</u>
G7 (Plate 9)	Stripping Room	6,300	40	20	C	G	W	F-G	M	F	M	F-G	Some steel column bases corroded, some wood damage.
G8 (Plate 9)	Zinc Slab Storage Room	9,000	40	0	C	G	W	G	M	G	M	G	
G8 (Plate 9)	Generator Room	10,200	60	10	C	G	W	G	M	G	M	G	
G11 (Plate 9)	Weigh Office/ Yard Crew	1,300	20	30	W	F	W	F	W	F	W	F	Doors/windows have been removed.
G11 (Plate 9)	Garage	3,300	25	20	C	G	W	G	W	G	W	F	
H10 (Plate 9)	Dry House	7,900	40	60	C	G	W	F	W	F	W	F	<u>Hole in southwest add-on roof.</u>
G10 (Plate 9)	Electric Shop- upper level	1,600	20	5	W	G	W	G	W	G	W	G	Open pit to lower level.
G10 (Plate 9)	Electric Shop- lower level	1,600	10	5	C	G	C	G	W	G	-	-	
I12 (Plate 9)	Office (3 levels)	3,300	70	20	W, C	G	C, B	G	C, B, W	G	W	G	

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^b Structural Condition: G = good, F = fair, P = poor, UK = unknown

TABLE 3 (Continued)

Plate 3 or 9 Coordinates	Structural Identification	Structure Base Area	Structure Height	Structure Density Pack	FLOORS		WALLS		COLUMNS		ROOF TRUSSES		Comments
		(ft ²)	(ft)	(%)	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	Material ^a	Condition ^b	
D12 (Plate 9)	Transformer Pad	400	0	0	C	G	-	-	-	-	-	-	No building, concrete pad only.
C3 (Plate 9)	Substation for Dryer Building	300	15	15	C	G	C	G	-	-	C	G	
E2 (Plate 9)	Substation for Pretreatment Plant	300	15	15	C	G	C	G	-	-	C	G	
D4 (Plate 9)	Cottrell (new)	400	25	60	C	G	M	G	-	-	M	G	
D4 (Plate 9)	Rectifier Substation	900	12 ^c	20	C	G	C	G	-	-	C	G	
E4 (Plate 9)	Transformer Yard	2100	0	0	C	G	-	-	-	-	-	-	Concrete pad only.
H3 (Plate 9)	Substation Room	1500	12	10	C	G	C	G	C	G	M	G	Northeast corner bashed in.
I11 (Plate 9)	Reservoir (Zinc Plant Main Reservoir) ^(c)	19600	8	5	C	G	C	G	-	-	-	-	Empty 3/22/89

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^c Dimension data are presented in "Response to EPA Comments to Subtask B.5 Data Report: Surface-Water Impoundment Sampling (PD081/8512)."

Exhibit B
Minimum Asbestos Assessment and Sampling
Work Plan Elements

At the minimum, Subcontractor shall include the following elements in the *Asbestos Assessment and Sampling Work Plan*:

- Schedule
- Inventory and sampling strategy and rationale
- Inventory and sampling procedures. Sample locations shall be clearly marked and labeled with sample identifier with spray paint or other equivalent permanent means.
- QA/QC (i.e., field documentation, sample documentation, chain of custody procedures)
- Decontamination procedures
- Qualifications of field personnel
- Qualifications of laboratory

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Exhibit C

Minimum Asbestos Assessment Report Format

At the minimum, Subcontractor shall include the following elements in the *Asbestos Assessment Report*:

Front Cover/Title Page

- Asbestos Inventory and Sampling Results for the Smelter Complex of the Bunker Hill Superfund Site, Kellogg, Idaho
- Indicate draft or final
- CH2M HILL project number
- Consultant project number
- Signatures of authors including OSHA certification numbers
- Report date

Table of Contents

- List of sections
- List of figures
- List of tables
- List of Appendices

Introduction

- General Site Description
- Location/Address
- Firm conducting assessment
- Dates of assessment
- Names of individuals performing assessment

Building Descriptions (table format preferred)

- Size and number of structures. Estimate from drawings and field proofing (surveying not requested).
- General type of construction (internal and external)

Assessment Results (table format preferred)

- Summary of results by building/structure. Record areas requiring hard demolition (demolition of structural support) and soft demolition (dismantling or removal of nonsupport structures on items) during asbestos abatement.

Tables

- Summary of Positive Samples
 - Sample number
 - Sample date
 - Sample location
 - Homogeneous area number
 - Sample medium/description
 - ACM quantity using standard units (e.g., square feet, lineal feet)
 - Analytical results
 - Type of demolition needed, if any, during abatement. Indicate elements or debris that need to be removed to access ACMs that require abatement (e.g., partition wells, piping) and provide estimate quantities.

Drawings

- Assessment Results Drawings
 - Two-dimensional building/structure footprint schematics for each building/structure inventoried and sampled (reproducible drawings to be provided for markup)
 - Identify all sampling locations on the drawings
 - Use exploded sketch or photograph views for complex areas to provide clarity, if necessary
 - Use symbols with sample numbers to show the locations of samples and that correspond with the laboratory results. For example, indicate positive results (i.e., ACMs) with solid circles and negative results with hollow circles.

Asbestos Abatement

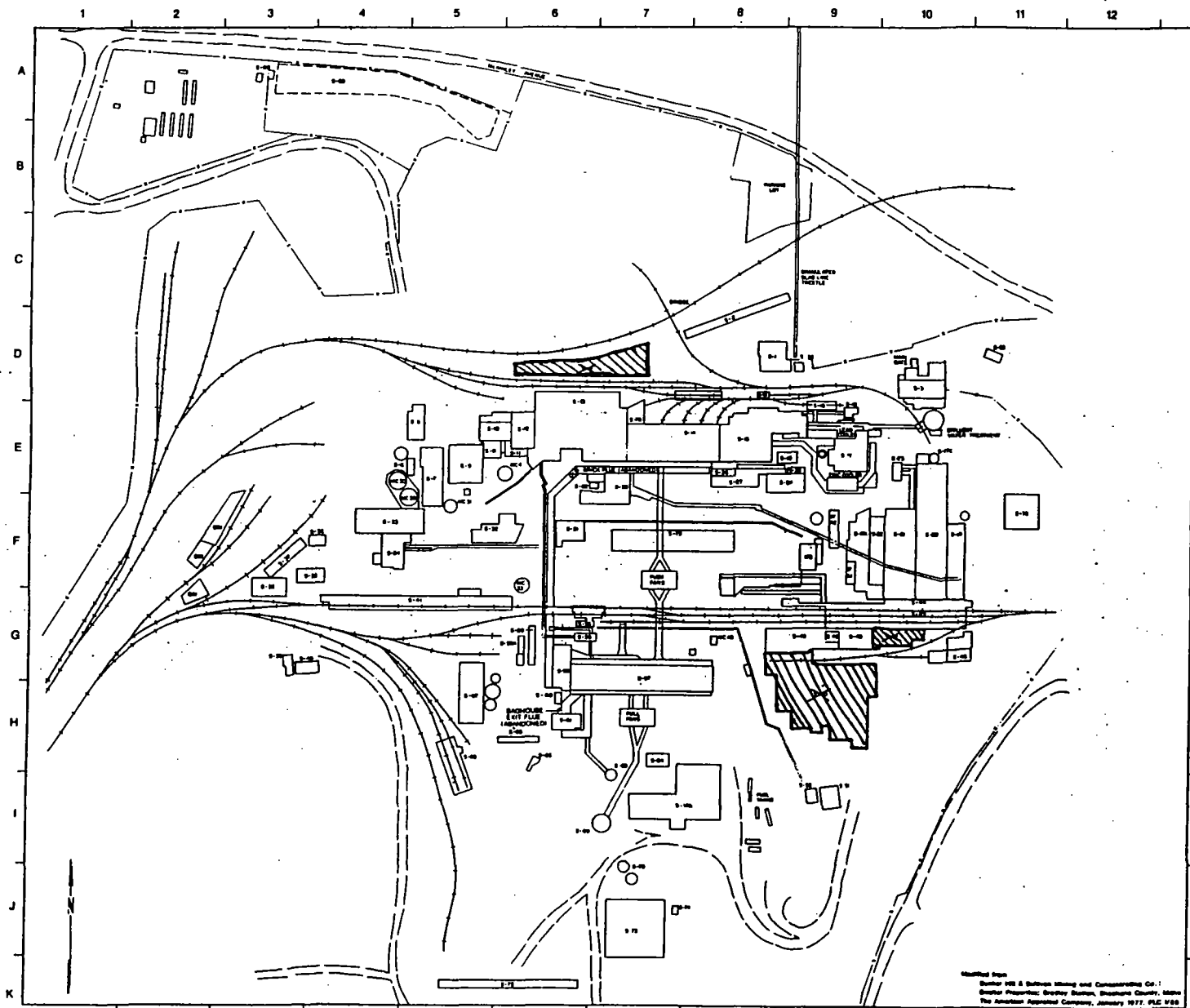
- Include estimated asbestos abatement costs including a listing of pertinent assumptions used in developing the abatement cost estimate

Appendices

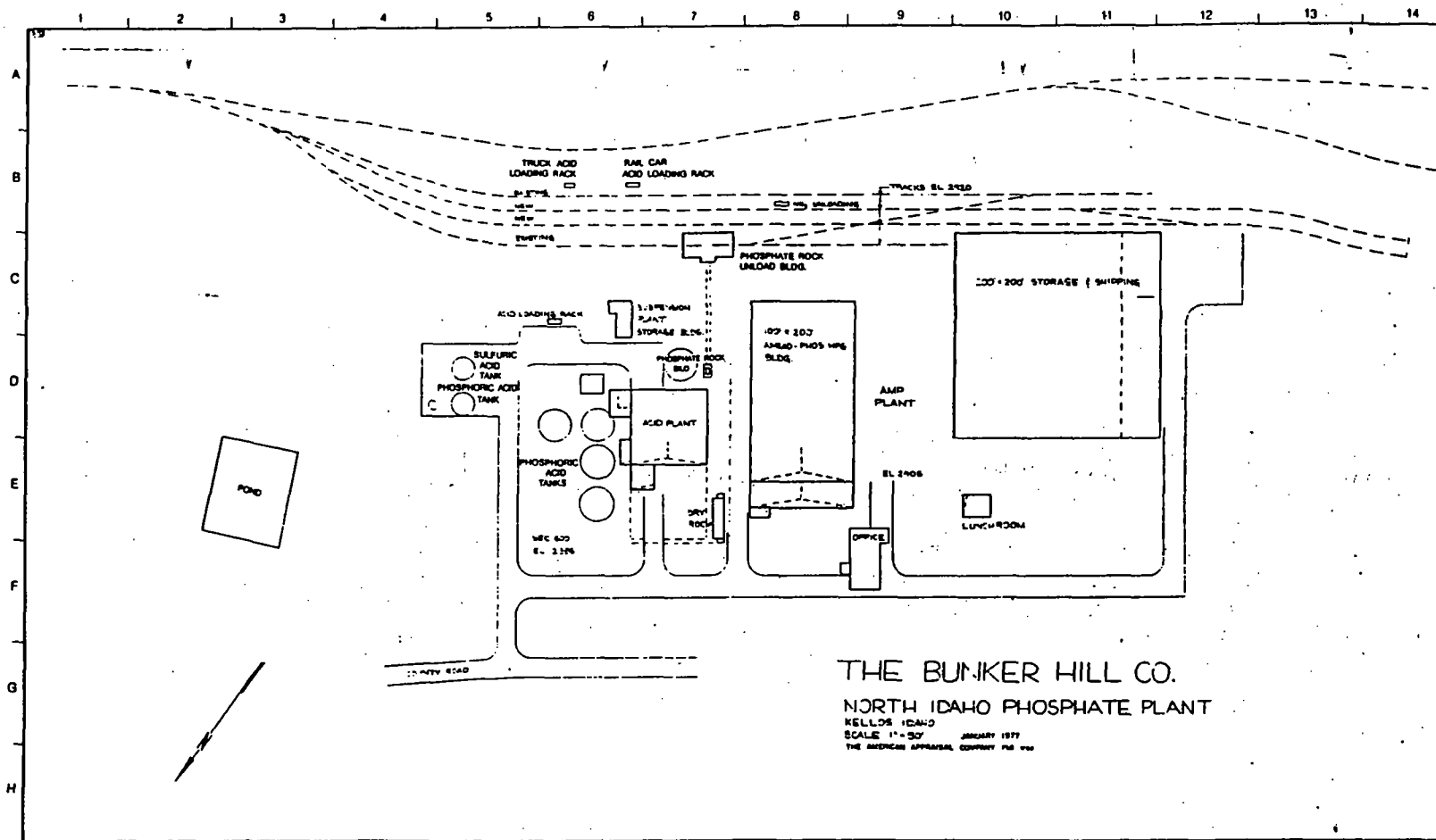
- Analytical Data Listing
 - Sample number
 - Sample date
 - Sample location
 - Homogeneous area number
 - Sample medium/description
 - Analytical results
- Chain-of-custody forms
- Laboratory analytical report
- Daily logs or journals of field personnel
- Photographs

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DRAWINGS AND FIGURES



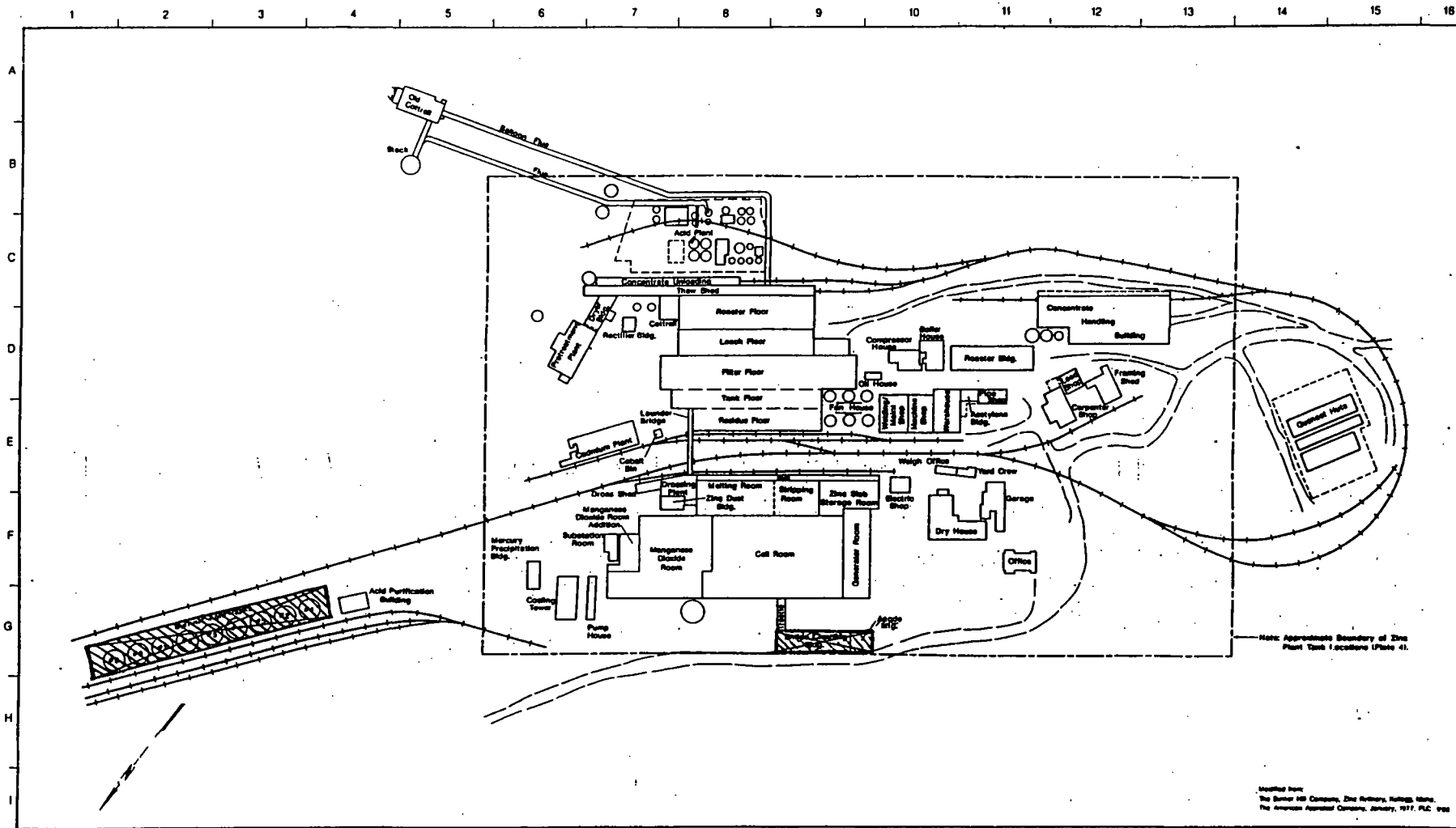
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|---------------------------|-------------------------------|
| 1 CENTRAL OFFICE BLDG | 104 FUEL BUNKER |
| 2 PAVING BLDG | 105 GAIL & CONCRETE BLDG |
| 3 PUMP HOUSE | 106 BUNKER |
| 4 LEAD STORAGE BLDG | 107 HEATING PLANT (ABANDONED) |
| 5 FURNACE BLDG | 108 FURNACE BLDG |
| 6 ACID TANK BLDG | 109 FURNACE BLDG |
| 7 WATER TANK | 110 ELECTRIC REPAIR SHED |
| 8 CHIMNEY BLDG | 111 GIL HOUSE |
| 9 GOLD & SILVER REFINERY | 112 |
| 10 WETTING BLDG | 113 |
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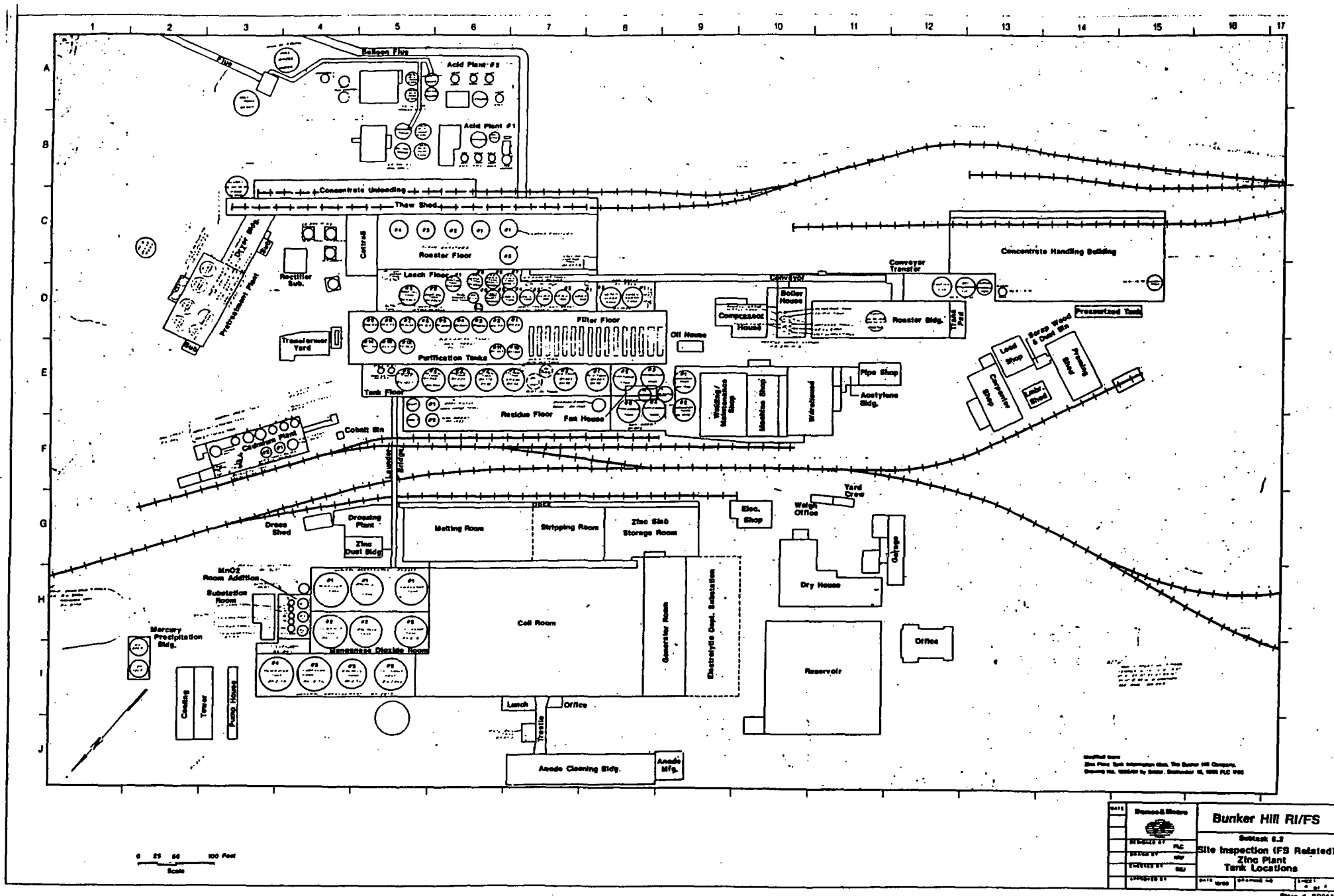
DATE	Drawn & Monro	Bunker Hill RI/FS	
REVISION	PLC 1	Subtask 6.2	
DESIGN BY	W	Site Inspection (FS Related)	
CHECKED BY	W	Phosphoric Acid/ Fertilizer Plant	
APPROVED BY	W	DATE	W
		W	W

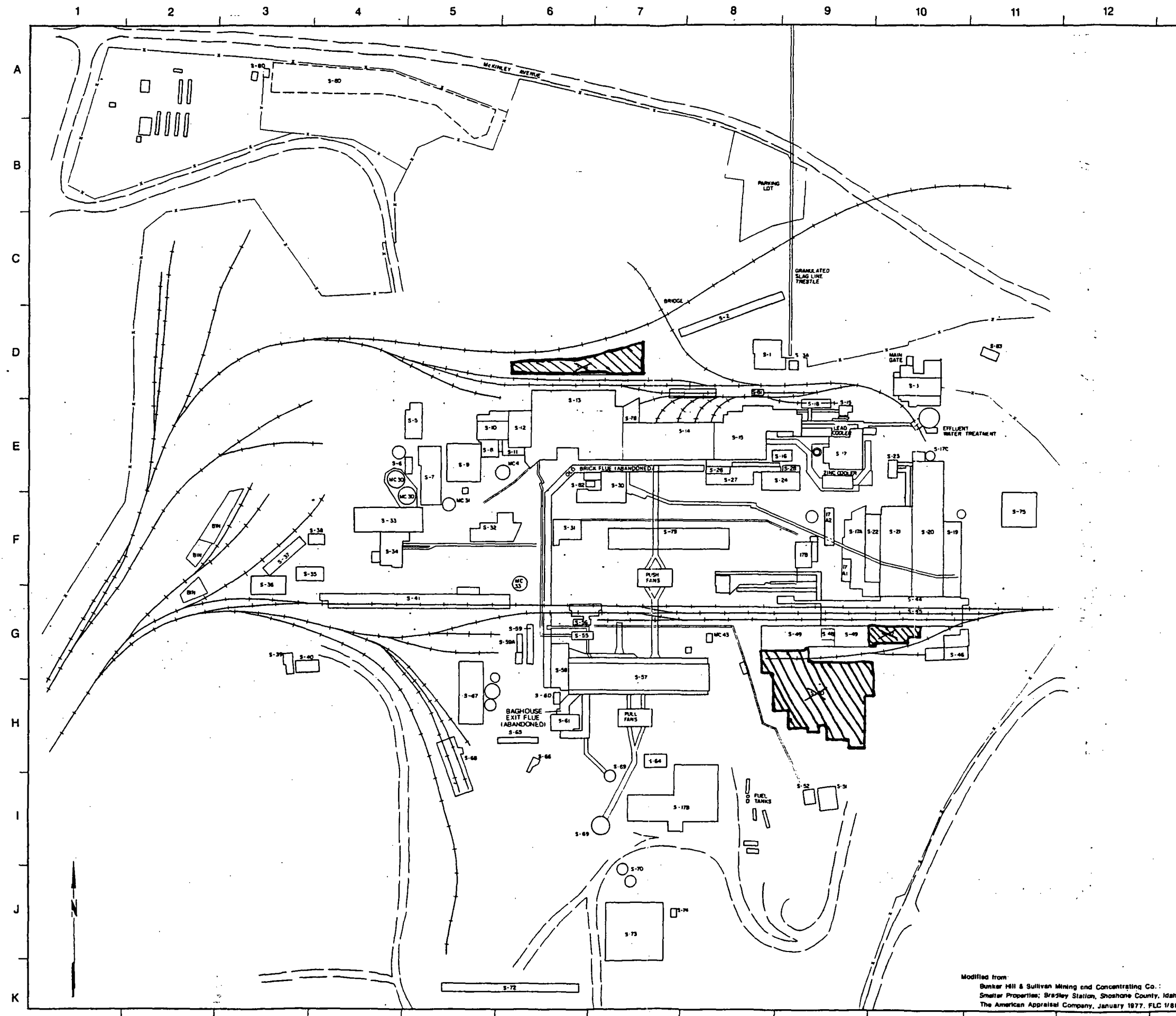
Page 2 of 4



0 50 100 200 Feet
Scale

DATE		Dawson & Moore		Bunker Hill RI/FS	
PROJECT NO.		PLC		Subtask 9.2	
DESIGNED BY		WAB		Site Inspection (FS Related)	
CHECKED BY		DLJ		Zinc Plant Area	
APPROVED BY		DATE		DRAWN BY	
		1978		1-21-4	



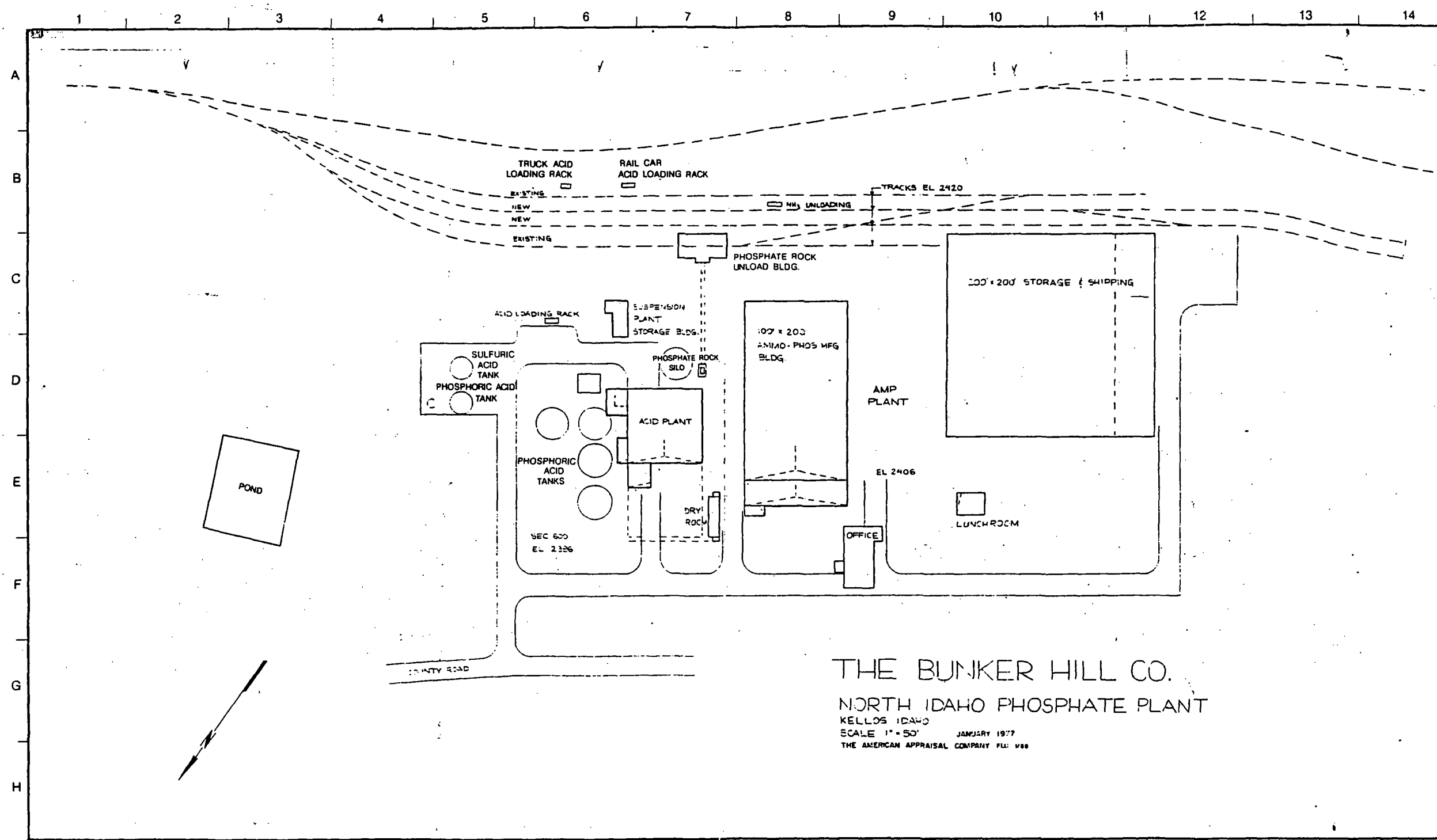


- | | | | |
|-------|-------------------------------------|-------|------------------------------|
| S 1 | GENERAL OFFICE BLDG | S 44 | FEED CONVEYORS |
| S 2 | PARKING SHED | S 45 | ORE & CONCENTRATE BINS |
| S 3 | GATE & DRY HOUSE | S 46 | ROUNDHOUSE |
| S 3A | PUMP HOUSE | S 47 | SAMPLE SHED |
| S 4 | LEAD STORAGE SHED | S 48 | HEATING PLANT (ABANDONED) |
| S 5 | STORAGE BLDG | S 49 | WAREHOUSE |
| S 6 | ACID TANK BLDG | S 50 | WRECKING-REPAIR SHOPS |
| S 7 | BRICK SHED | S 51 | ELECTRONIC REPAIR SHOP |
| S 8 | CHANGE ROOM BLDG | S 52 | OIL HOUSE |
| S 9 | GOLD & SILVER REFINERY | S 55 | MAIN BAGHOUSE BLOWER ROOM |
| S 10 | RETORT BLDG | S 56 | SCALE HOUSE |
| S 11 | PUMP HOUSE BLDG | S 57 | MAIN BAGHOUSE |
| S 12 | CUPEL ROOM | S 58 | FAN ROOM |
| S 13 | LEAD REFINERY BLDG | S 59 | WHEELABRATOR BAGHOUSE |
| S 14 | BLAST FURNACE BLDG | S 59A | MORBLO BAGHOUSE |
| S 15 | SLAG FURNING PLANT | S 60 | FAN HOUSE |
| S 16 | FURNING PLANT ELECTRIC CONTROL BLDG | S 61 | COTTELL FAN ROOM |
| S 17 | ZINC BAGHOUSE | S 64 | BUREAU OF MINES BLDG (ABAND) |
| S 17A | SINTER PLANT | S 65 | COTTELL DUST DUMP |
| S 17B | ACID PLANT | S 66 | FILTER CLEANING SHED |
| S 17C | EFFLUENT WATER PLANT | S 67 | PRESSURE LEACHING PLANT |
| S 18 | CAR UNLOADING BINS | S 68 | THAWING SHED |
| S 19 | CRUSHING PLANT | S 69 | STACKS |
| S 20 | PREPARATION PLANT | S 70 | DOMESTIC WASTE TANKS |
| S 21 | BEDDING PLANT | S 72 | LUMBER STORAGE SHED |
| S 22 | PELLETIZING PLANT | S 73 | PLANT & FIRE RESERVOIR |
| S 23 | IMPACTOR BLDG | S 74 | EMERGENCY PUMPING BLDG |
| S 24 | ELECTRIC SHOP | S 75 | SLAG FURNING RESERVOIR |
| S 26 | COAL BIN | S 78 | WARNING SHED |
| S 27 | MAINTENANCE SHOP & OFFICES | S 79 | COKE & SINTER STORAGE BINS |
| S 28 | WATER SOFTENER BLDG | S 80 | SWEENEY POND |
| S 30 | BLOWER HOUSE | S 81 | CAR SHAKER |
| S 31 | COMPRESSOR HOUSE | S 82 | BLOWER HOUSE STORAGE |
| S 32 | CADMIUM PLANT | S 83 | BLOOD SAMPLING BLDG |
| S 33 | DRY ORE REDUCTION PLANT | 17A1 | SINTER PLANT CONTROL BLDG |
| S 34 | ELECTRIC FURNACE BLDG | 17A2 | SIZING BLDG |
| S 35 | CARPENTER SHOP | 17B | LURST BAGHOUSE |
| S 36 | FRAMING SHED | MC43 | OIL HOUSE |
| S 37 | LUMBER SHED | MC4 | TANK |
| S 38 | LUMBER STORAGE BLDG | MC30 | TANK |
| S 39 | PAINT SHOP | MC31 | TANK |
| S 40 | TRACK REPAIR SHOP | MC33 | TANK |
| S 41 | COAL & COKE STORAGE BINS | | |



Modified from:
Bunker Hill & Sullivan Mining and Concentrating Co.:
Smelter Properties; Bradley Station, Shoshone County, Idaho.
The American Appraisal Company, January 1977. FLC 1/88

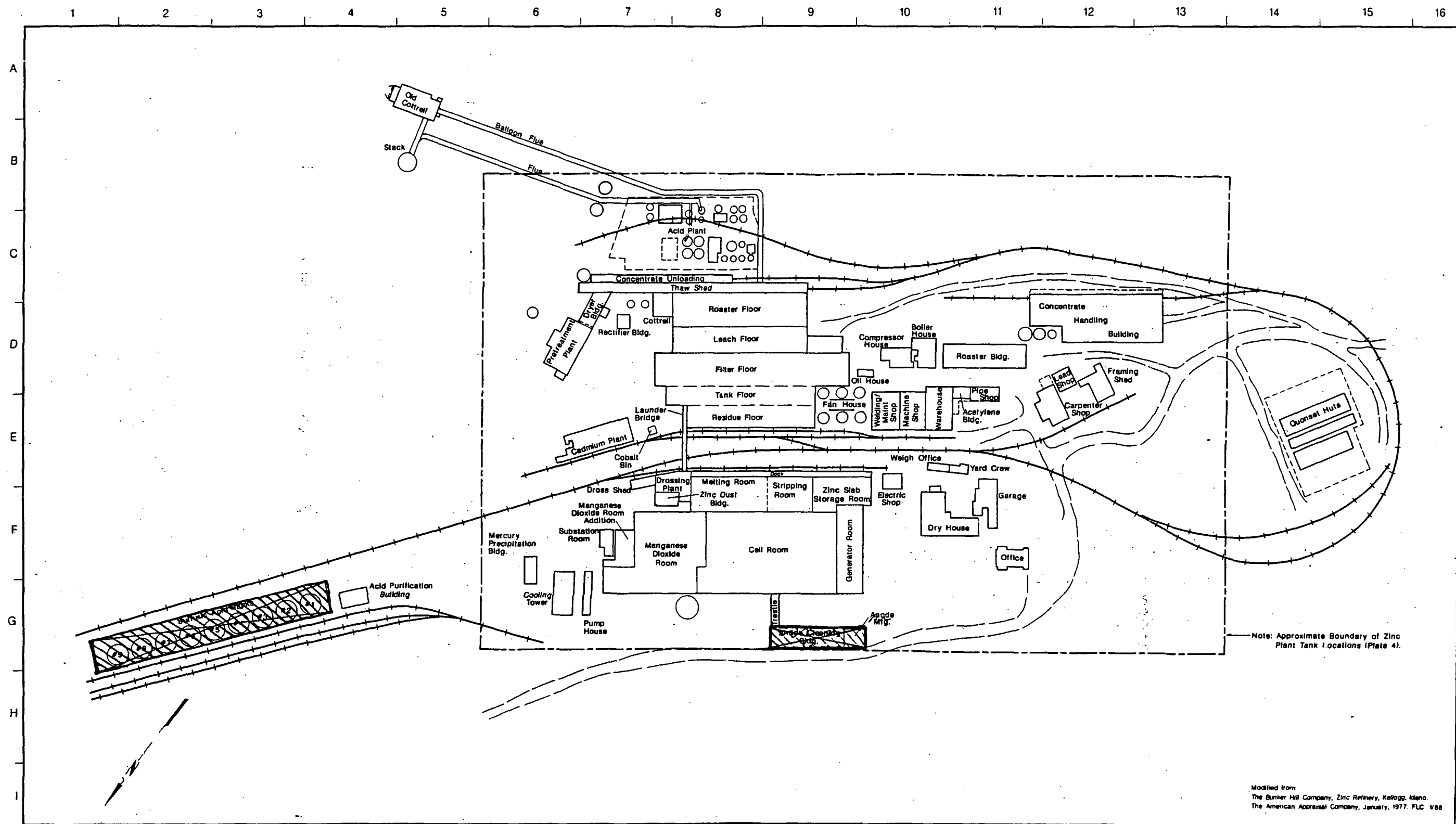
Dames & Moore 		Bunker Hill RI/FS	
DESIGNED BY FLC	DRAWN BY DJM	Subtask 8.2 Site Inspection (FS Related)	
CHECKED BY DEJ	APPROVED BY 	Lead Smelter	
DATE 11/88	DRAWING NO. 	SHEET OF 4	Plate 1, PD058



THE BUNKER HILL CO.
 NORTH IDAHO PHOSPHATE PLANT
 KELLOS IDAHO
 SCALE 1" = 50' JANUARY 1977
 THE AMERICAN APPRAISAL COMPANY FILE 488

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 Scale

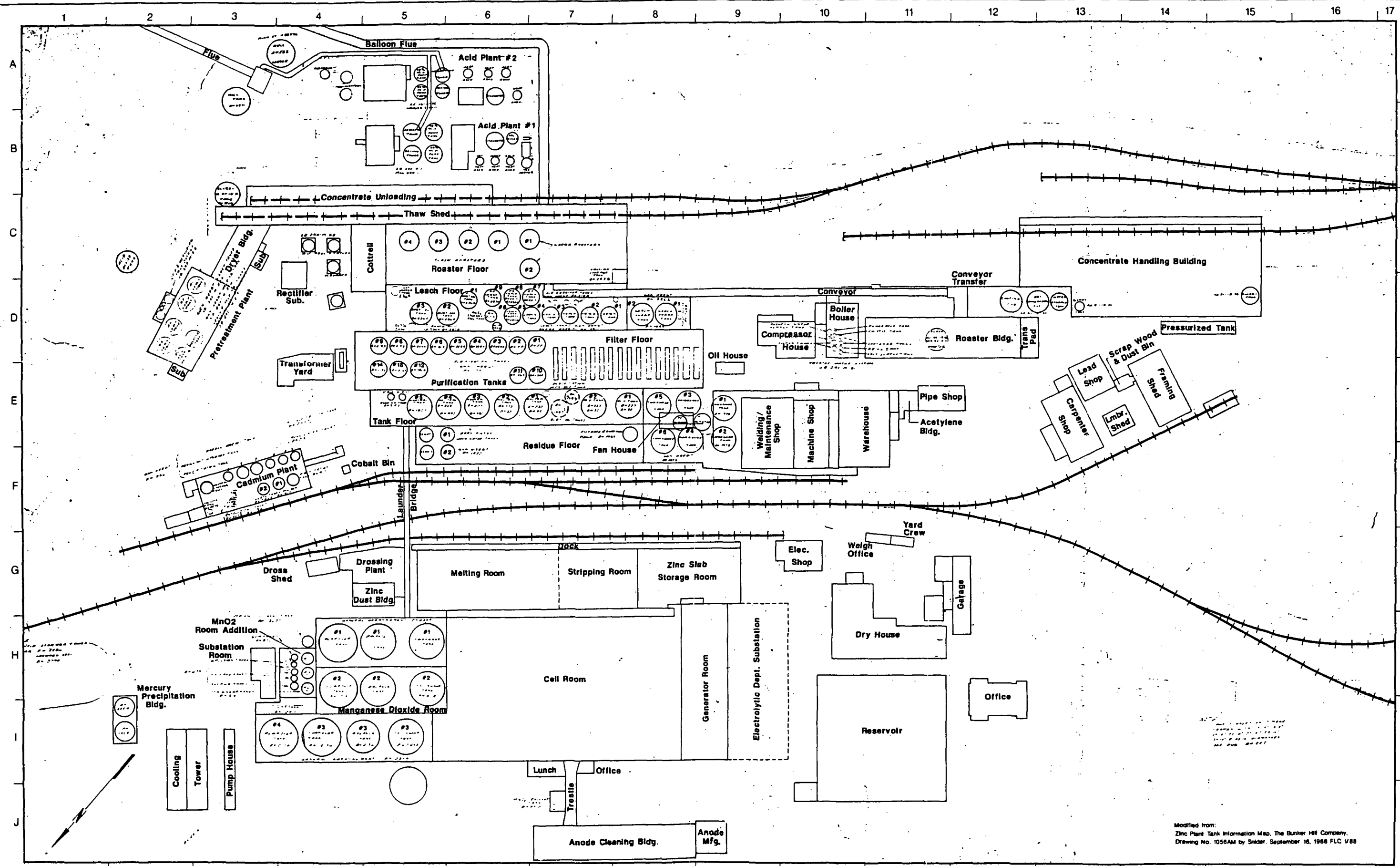
DATE		Dames & Moore		Bunker Hill RI/FS	
DESIGNED BY		FLC		Subtask 8.2	
DRAWN BY		KRC		Site Inspection (FS Related)	
CHECKED BY		DEJ		Phosphoric Acid/ Fertilizer Plant	
APPROVED BY				DATE 11/88	DRAWING NO. SHEET 2 OF 4



Modified from:
The Bunker Hill Company, Zinc Refinery, Kellogg, Idaho.
The American Appraisal Company, January, 1977. FLC V88

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Scale

DATE	DAMES & MOORE	Bunker Hill RI/FS		
DESIGNED BY	FLC	Subtask 8.2		
DRAWN BY	KRF	Site Inspection (FS Related)		
CHECKED BY	DEJ	Zinc Plant Area		
APPROVED BY		DATE	DRAWING NO.	SHEET
		11/88		3 of 4



Modified from:
Zinc Plant Tank Information Map, The Bunker Hill Company,
Drawing No. 1056AM by Snider, September 16, 1988 FLC V/88

DATE		Dames & Moore		Bunker Hill RI/FS	
DESIGNED BY		FLC		Subtask 8.2	
DRAWN BY		KRF		Site Inspection (FS Related)	
CHECKED BY		DEJ		Zinc Plant	
APPROVED BY				Tank Locations	
DATE 10/88		DRAWING NO.		SHEET 4 OF 4	

FORMS

FORMS

(All blanks on the following forms must be completed in ink or typed.)

1. **BIDDER IDENTIFICATION**

The name of the Bidder submitting this Bid is _____

doing business at

_____, _____, _____
Street City State Zip

which is the address to which all communications regarding this Bid and with the Subcontract Documents shall be sent.

Bidder's person to contact for additional information on this Bid:

Name: _____

Telephone: _____

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Federal Tax Identification Number (or Social Security Number if a sole proprietorship or partnership)

Dunn and Bradstreet Number

ADDENDA ACKNOWLEDGEMENT

The Bidder hereby acknowledges that it has received Addenda No. _____, _____, _____, and _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Bid Documents, and the Bidder further agrees that its Bid(s) includes all impacts resulting from said addenda.

**Asbestos Assessment Services
Bunker Hill Superfund Site, Kellogg, Idaho**

**SCHEDULE OF PRICES
BID Schedule A**

Item		Unit	Estimated Quantity	Unit Price	Total
1	Mobilization, demobilization, meetings, cost estimating, health and safety plan, asbestos assessment and sampling work plan preparation, and report preparation (draft and final), and any other tasks except those specifically itemized as separate unit prices.	LS	1		
2	Destructive sampling, sample handling, transport of potential asbestos-containing materials.	EA	TBD ^a		
3	Laboratory testing, and reporting of analysis results by the laboratory, of potential asbestos-containing materials.	EA	TBD ^a		
4	Project manager assistance with specification preparation, attendance at abatement contract job walk, assistance during bidding period.	HR	80		
Sum of Bid Schedule A					\$
^a TBD = To be determined following the mandatory pre-bid job walk. A base number of samples will be issued in an addendum for estimated quantity.					

SCHEDULE OF PRICES **BID Schedule B**

Item		Unit	Estimated Quantity	Unit Price	Total
1	Mobilization, demobilization, workplan preparation, health and safety plan addendum preparation, attendance at preconstruction meeting, travel	LS	1		
2	Asbestos abatement inspector submittal review, onsite air monitoring, verification that clearance levels were achieved, onsite inspection of work, preparation of weekly monitoring reports.	HR	1,200		
3	On-call asbestos assessment, 24-hour response, letter report.	EA	5		
4	Destructive sampling, sample handling, transport, and laboratory testing and reporting.	EA	30		
Sum of Bid Schedule B					\$
Sum of Extended Totals (Bid Schedules A and B)					\$

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BIDDER'S PREVIOUS WORK EXPERIENCE

In order to be considered for award of this Subcontract, the Bidder must have, as a minimum, successfully performed Work similar in nature to the Work described in the Subcontract Documents on three hazardous waste sites that required conformance with 29 CFR 1910.120, the OSHA regulations for protection of hazardous waste workers.

	<u>PROJECT DESCRIPTION</u>	<u>OWNER</u>
(1)	<u>(Name of Project)</u>	<u>(Owner Name & Contact)</u>
	<u>(Location)</u>	<u>(Telephone)</u>
	<u>(Bidder's Contract Amount)</u>	
(2)	<u>(Name of Project)</u>	<u>(Owner Name & Contact)</u>
	<u>(Location)</u>	<u>(Telephone)</u>
	<u>(Bidder's Contract Amount)</u>	
(3)	<u>(Name of Project)</u>	<u>(Owner Name & Contact)</u>
	<u>(Location)</u>	<u>(Telephone)</u>
	<u>(Bidder's Contract Amount)</u>	

(Attach additional sheets if necessary.)

PROPOSED PERSONNEL

The Bidder further proposes to use the following personnel who are EPA approved Health and Safety trained for execution of the Work in the event that the Bidder is awarded the Subcontract:

- (1) _____: _____
(Name) (Years of Experience)

(Responsibility)

- (2) _____: _____
(Name) (Years of Experience)

(Responsibility)

- (3) _____: _____
(Name) (Years of Experience)

(Responsibility)

- (4) _____: _____
(Name) (Years of Experience)

(Responsibility)

(Attach additional sheets if necessary.)

PROPOSED SUB-SUBCONTRACTORS

The Bidder further proposes that the following firms or businesses will be awarded sub-subcontracts for the following portions of the Work in the event that the Bidder is awarded the Subcontract (Use of any Sub-Subcontractor other than those listed below requires Contractor's written approval.): *(Attach additional sheets if necessary.)*

- (1) _____
Type of Work _____
Name _____
Street _____ City _____ State _____ Zip _____
Amount of Sub-Subcontract _____ SBE/SDBE Status _____
- (2) _____
Type of Work _____
Name _____
Street _____ City _____ State _____ Zip _____
Amount of Sub-Subcontract _____ SBE/SDBE Status _____
- (3) _____
Type of Work _____
Name _____
Street _____ City _____ State _____ Zip _____
Amount of Sub-Subcontract _____ SBE/SDBE Status _____
- (4) _____
Type of Work _____
Name _____
Street _____ City _____ State _____ Zip _____
Amount of Sub-Subcontract _____ SBE/SDBE Status _____

CERTIFICATION OF TRAINING, MEDICAL AND SAFETY REQUIREMENTS

(1) The Subcontractor hereby certifies that the Subcontractor and its employees who will be engaged in work on or near the project meet the requirements of 29 CFR 1910.120, California Code of Regulations, Title 8, Section 5192, and the provisions of American National Standards Institute Standard Z88.2 for training, medical surveillance, and respiratory protection. These requirements include, but are not limited to, the following items:

(i) The Subcontractor's employees have been examined by a licensed physician within the last 12 months and have been determined to be physically able to perform the Work, and use the respiratory and other protective equipment required for this assignment;

(ii) The employees have received health and safety training for working in environments with known and unknown hazards;

(iii) The Subcontractor has established and is maintaining a respiratory protection program that complies with the provision of 29 CFR 1910.134; and

(iv) The Subcontractor maintains appropriate surveillance of the work area conditions and degree of employee exposure or stress.

(2) The Subcontractor further certifies that only respirators approved or accepted by NIOSH/MSHA will be used by the Subcontractor's employees; that each of the Subcontractor's employees has been properly fitted to the respirators provided by the Subcontractor, including a test of the face-to-face piece seal; that the Subcontractor has provided its employees with written procedures covering safe use of respirators in dangerous atmospheres; and that the Subcontractor has established a program for inspection, maintenance, and care of the respirators.

Signature of Subcontractor

Title

Date

HEALTH AND SAFETY PROGRAM CERTIFICATION

The Bidder _____
[Name of Firm]

hereby certifies that it has a Health and Safety Program currently in place and that all employees proposed to be engaged in work under the subcontract are familiar with its provisions. If awarded the Subcontract, the Bidder agrees to develop and maintain a site-specific Health and Safety Plan which is in compliance with all applicable national, state, and local regulations that may pertain to work at the site and with all applicable provisions of the Subcontract. Further, in the event Bidder is awarded the Subcontract described in these Bid Documents, Bidder agrees to submit the site-specific Health and Safety Plan to Contractor prior to start of work.

Signature of Bidder

Title

Date

**OCCUPATIONAL SAFETY AND HEALTH, TRANSPORTATION, AND
ENVIRONMENTAL STANDARDS CERTIFICATION**

The Bidder, _____, hereby certifies for the
work to be performed under this Subcontract that it meets all applicable occupational
safety and health, transportation, and environmental standards, including OSHA, state,
and federal regulations.

Signature

Name

Title

Date

BIDDER'S DECLARATION AND UNDERSTANDING

The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the EPA or the Contractor (CH2M HILL), and that the bid is made without any connection or collusion with any person submitting another bid on the subcontract.

The Bidder further acknowledges that it has satisfied itself as to the nature and location of the work; the general and local conditions; particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials; availability of labor, water, electric power and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed prior to and during the execution of the Work and all other matters that can in any way affect the work or the cost thereof under the subcontract.

The Contractor (CH2M HILL) assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this subcontract, unless (1) such representation is expressly stated in the subcontract (2) the subcontract expressly provides that the responsibility is assumed by the Contractor (CH2M HILL).

Bidders must provide full, accurate and complete information in accordance with FAR 52.214-4 as required by this solicitation and its attachments. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Bidder's Representative :

(Print Name)

(Signature)

(Title)

(Date)

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

PARENT COMPANY AND IDENTIFYING DATA (FAR 52.214-8)(DEVIATION)

- (a) A "parent" company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the Bidder. To own the bidding company means that the parent company must own more than 50 percent of the voting rights in that company. A company may control a Bidder as a parent even though not meeting the requirement for such ownership if the parent company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.
- (b) The Bidder ☐ is, ☐ is not (*check applicable box*), owned or controlled by a parent company.
- (c) If the Bidder checked "is" in paragraph (b) above, it shall provide the following information:

Name and Main Office Address
Address of Parent Company
(Including Zip Code)

Parent Company's Employer's
Identification Number

- (d) If the Bidder checked "is not" in paragraph (b) above, it shall insert its own Employer's Identification Number on the following line: _____.

TYPE OF BUSINESS ORGANIZATION (FAR 52.214-2)(DEVIATION)

The Bidder, by checking the applicable box, represents that:

- (a) It operates as a ☐ Corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a non-profit organization, or ☐ a joint venture; or

- (b) If the Bidder is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a non-profit organization, ☐ a joint venture, or ☐ a Corporation, registered for business in _____ (*fill in Country*).

**SMALL BUSINESS CONCERN REPRESENTATION
(FAR 52.219-1)(DEVIATION)**

The Offeror represents and certifies as part of its offer that it ☐ is, ☐ is not, a small business concern and that ☐ all, ☐ not all, end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

**SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(FAR 52.219-2)(DEVIATION)**

- (a) Representation: The Offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern.
- (b) Definitions:

"Asian-Indian American," as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American," as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more

socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more of such individuals.

- (c) **Qualified Groups:** The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1.

**WOMEN-OWNED SMALL BUSINESS REPRESENTATION
(FAR 52.219-3)(DEVIATION)**

- (a) **Representation:** The Offeror represents that it [] is, [] is not, a women-owned small business concern.

- (b) **Definitions:**

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**CERTIFICATION OF NONSEGREGATED FACILITIES
(FAR 52.222-21)(DEVIATION)**

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the Offeror certifies that it does not, and will not, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the subcontract.

- (c) The Offeror further agrees that (except where it has obtained identical certifications from proposed sub-subcontractors for specific time periods), it will:
- (1) Obtain identical certifications from proposed sub-subcontractors before the award of sub-subcontracts under which the sub-subcontractor will be subject to the Equal Opportunity clause.
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed Sub-subcontractors (except if the proposed sub-subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENTS FOR CERTIFICATIONS
OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a sub-subcontract under which the sub-subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each sub-subcontract or for all sub-subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FAR 52.222-22)(DEVIATION)**

The Offeror represents that:

- (a) it [] has, [] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114.
- (b) it [] has, [] has not, filed all required compliance reports; and
- (c) representations indicating submissions of required compliance reports, signed by proposed sub-subcontractors, will be obtained before subcontract awards.

**CONTINGENT FEE REPRESENTATION AND AGREEMENT
(FAR 52.203-4)(DEVIATION)**

- (a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror--

[NOTE: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

- (1) ☐ has, ☐ has not, employed or retained any person or company to solicit or obtain this Subcontract; and
- (2) ☐ has, ☐ has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this Subcontract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this Subcontract.

- (b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contractor (CH2M HILL) and, when subparagraph [a](1) or [a](2) is answered affirmatively, to promptly submit to the Contractor (CH2M HILL):

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(FAR 52.203-2)(DEVIATION)**

- (a) The Offeror certifies that--

- (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) the prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicita-

(3) no attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(1) is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated, and will not participate, in any action contrary to subparagraphs [a](1) through [a](3) above; or

(ii) As an authorized agent, does certify that the principals named in subdivision [b](2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs [a](1) through [a](3) above; and

(c) If the Offeror deletes or modifies subparagraph [a](2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the Offeror's status as such a concern may affect (1) entitlement to award in case of tie offers, or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the Offeror is entitled to a preference under (1) or (2) above, the Offeror must

identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the Offeror or the first-tier subcontractors) amount to more than 50 percent of the Subcontract price.

- (b) Failure to identify the locations as specified above will preclude consideration of the Offeror as an LSA concern. If the Offeror is awarded a subcontract as an LSA concern and would not have otherwise qualified for award, the Offeror shall perform the subcontract or cause the subcontract to be performed in accordance with the obligations of an LSA concern.

**CERTIFICATION REGARDING A DRUG-FREE WORKPLACE
(FAR 52-223-5)(DEVIATION)**

- (a) **Definitions.** As used in this provision, "Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work in connection with a specific contract at which employees of the subcontractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a subcontractor directly engaged in the performance of work under a government Subcontract.

"Individual" means an offeror/contractor that has not more than one employee including the offeror/contractor.

- (b) By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a subcontract resulting from this solicitation, it will--
 - (1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and

specifying the actions that will be taken against employees for violations of such prohibition.

- (2) Establish a drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace
 - (ii) The Subcontractor's policy of maintaining a drug-free workplace
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the Subcontract with a copy of the statement required by subparagraph [b](1) of this provision
- (4) Notify such employees, in the statement required by subparagraph [b](1) of this provision, that, as a condition of continued employment on the Subcontract resulting from this solicitation, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction
- (5) Notify the Contractor (CH2M HILL) within ten (10) days after receiving notice under subdivision [b](4)(ii) of this special provision, from an employee or otherwise receiving actual notice of such conviction; and
- (6) Within 30 days after receiving notice under subdivision [b](4)(ii) of this provision of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination, or
 - (ii) Require such employee to satisfactorily participate in a drug assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency.

- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs [b](1) through [b](6) of this provision.
 - (a) By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the Subcontract resulting from this solicitation.
 - (b) Failure of the Offeror to provide the certification required by paragraphs [b] or [c] of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1[g] and 19.602-1[a](2)(i).)
 - (c) In addition to other remedies available to the Government, the certification in paragraphs [b] and [c] of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**ORGANIZATIONAL CONFLICTS OF INTEREST
(EPAAR 1552.209-71)(DEVIATION)**

- (a) The Subcontractor warrants that, to the best of the Subcontractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Subcontractor has disclosed all such relevant information.
- (b) The Subcontractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Subcontractor will make a full disclosure in writing to the Contractor (CH2M HILL). This disclosure shall include a description of actions which the Subcontractor has taken or proposes to take, after consultation with the Contractor (CH2M HILL) to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) The Contractor (CH2M HILL) may terminate this Subcontract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Subcontractor was aware of a potential organizational conflict of interest prior to award or discovered

an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contractor (CH2M HILL), the Contractor (CH2M HILL) may terminate the Subcontract for default and pursue such other remedies as may be permitted by law or this Subcontract.

- (d) The Subcontractor further agrees to insert in any Subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph [d].

**ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
(EPAAR 1552.209-72)**

The offeror [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information.

**COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(NONDEFENSE) (FAR 52.230-2) (DEVIATION)**

Note: This notice does not apply to small businesses for foreign governments.

- (a) Any Subcontract over \$100,000 resulting from this solicitation shall be subject to Cost Accounting Standards (CAS) if it is awarded to a business unit that is currently performing a national defense CAS-covered contract or subcontract, except when--
 - (1) The award is based on adequate price competition;
 - (2) The price is set by law or regulation;
 - (3) The price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
 - (4) One of the exemptions in Federal Acquisition Regulation (FAR) 30.201-(b) applies.
- (b) Subcontracts not exempted from CAS shall be subject to full or modified coverage as follows:
 - (1) If the business unit receiving the award is currently performing a national defense contract or subcontract subject to full CAS coverage FAR 30.201-2(a), this Subcontract will have full CAS coverage and will contain clauses from the FAR entitled Cost Accounting Standards, 52.230-3 and Administration of Cost Accounting Standards, 52.230-4.

- (2) If the business unit receiving the award is currently performing a national defense contract of subcontract subject to modified coverage and will contain the clauses entitled Disclosure and Consistency of Cost Accounting Practices, 52.230-5 and Administration of Cost Accounting Standards, 52.230-4.

A. Certificate of CAS Applicability

The offeror hereby certifies that--

- ☐ The offeror is not performing any CAS-covered national defense contract or subcontract. The offeror further certifies that it will immediately notify the Contractor (CH2M HILL) in writing if it is awarded any national defense CAS-covered contract or subcontract subsequent to the date of this certificate but before the date of the award of a Subcontract resulting from this solicitation. (If this statement applies, no further certification is required.)
- ☐ The offeror is currently performing a negotiated national defense contract or subcontract that contains the Cost Accounting Standards clause at FAR 52.230-3.
- ☐ The offeror is currently performing a negotiated national defense contract or subcontract that contains the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-5.

B. Additional Certification--CAS Applicable Offerors

- ☐ The offeror subject to Cost Accounting Standards further certifies that practices used in estimating costs in pricing this proposal are consistent with the practices disclosed in the Disclosure Statement where it has been submitted as required by FAR 30.202-1 through 30.202-5.

C. Data Required--CAS Covered Offerors

The offeror certifying that it is currently performing a national defense contract containing either CAS clause (see A above) is required to furnish the name, address (including agency or department component), and telephone number of the cognizant Contracting Officer administering the offeror's CAS-covered contracts.

Name of Contacting Officer: _____
Address: _____

Telephone Number: _____

**CERTIFICATION OF ELIGIBILITY
(FAR 52.222-15)(DEVIATION)**

- (a) By entering into this Subcontract, the Subcontractor certifies that neither it (nor he nor she) nor any person or firm who has interest in the Subcontractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3[a] of the Davis-Bacon Act or 29 CFR 5.12[a](1).
- (b) No part of this Subcontract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3[a] of the Davis-Bacon Act or 29 CFR 5.12[a](1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

- (a) The Offeror certifies with the submission of its offer that it [] is, [] is not, suspended, debarred, or ineligible from entering into contracts with the Federal Government, or in receipt of a notice of proposed debarment from another DOD agency.
- (b) The Offeror shall provide immediate notice to the Contractor (CH2M HILL) in the event of being suspended, debarred, or declared ineligible by any department or other Federal agency, or upon receipt of a notice of proposed debarment from any agency, prior to award of this Subcontract.

**BUY AMERICAN CERTIFICATE
(FAR 52.225-1)(DEVIATION)**

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act-Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

<u>Excluded End Products</u>	<u>Country of Origin</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(List as necessary)

Offerors may obtain from the Contractor (CH2M HILL) lists of articles, materials, and supplies excepted from the Buy American Act (listed at 25.108 of the Federal Acquisition Regulation).

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SUPPLEMENTARY CONDITIONS

1. This clause supplements Article 5.1, *Insurance and Indemnification*, of the General Conditions:

"Subcontractor shall name Gulf U.S.A. and Pinthar Corporation and their successors, as additional insureds under Employer's Liability Insurance and General Liability Insurance."

2. This clause supplements Article 8, *Health, Safety, Accident Prevention, and Training*, of the General Conditions:

"Subcontractor shall perform the work, including health and safety provisions, in full accordance with all statutes, regulations, and ordinances of the State of Idaho."

3. This clause supplements Article 14.1, *Payments to Subcontractor and Completion*, of the General Conditions:

"Subcontractor shall invoice and receive as payment one-half of the lump sum amount for mobilization/demobilization on the first month's payment request for Items 1 and 2. Subcontractor shall invoice and receive as payment one-half of the lump sum amount for mobilization/demobilization on the final invoice for Items 1 and 2. If Item 3, Optional Monitoring Services, is authorized by the Contractor (CH2M HILL), Subcontractor shall invoice and receive payment for mobilization in a like manner."

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever in the Subcontract Documents the following terms are used, the intent and meaning shall be interpreted as follows:

1.1. ADDENDA

Written or graphic instruments issued prior to award of the Subcontract, which clarify, correct, or change the Subcontract Documents.

1.2. CONTRACTOR

Wherever in these Subcontract Documents the word "Contractor" appears, it shall be understood to mean CH2M HILL, with address stated in this Subcontract.

1.3. DAYS

Unless otherwise specifically stated, the term "days" will be understood to mean calendar days. Business day or working day means any day other than Saturday, Sunday, or legal holiday.

1.4. DRAWINGS

The term "Drawings" refers to the official Drawings, profiles, cross sections, elevation, details, and other working drawings and supplementary drawings, or reproductions thereof, which are provided by the Contractor (CH2M HILL) as part of the Subcontract. These drawings show the character and scope of the Work to be performed.

1.5. GOVERNMENT

The term "government" means the United States government, governmental agency or employee thereof acting in their official capacity.

1.6. NOTICE

The term "notice" or the requirement to notify, as used in the Subcontract Documents or applicable state or federal statutes, shall signify a written communication and shall be deemed to have been duly served if delivered in person or by certified or registered mail to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified or registered mail to the last business address known to the party giving notice.

1.7. NOTICE TO PROCEED

A written notice given by the Contractor (CH2M HILL) to the Subcontractor, fixing the date on which the Subcontract time will commence to run and on which the Subcontractor shall start to perform its obligations under the Subcontract Documents.

1.8. OFFEROR

The person, partnership, firm or corporation proposing to perform the work contemplated.

1.9. OWNER

The term "Owner" shall refer to the federal and/or state agencies funding this project.

1.10. PRIME CONTRACT

The Contract between the Contractor (CH2M HILL) and the Government, under which the Work is to be performed, will hereafter be referred to as the "Prime Contract."

1.11. PROJECT

The "Project" is the Work performed under the Subcontract Documents, and may be the whole or a part, and may include construction by the owner or by separate Subcontractors.

1.12. SITE SAFETY PLAN

The term "Site Safety Plan" refers to the plan that describes the expected hazardous waste exposure hazards at the site, the required levels of protection relative to hazardous materials, and operational constraints at or near the site.

1.13. SUBCONTRACT COMPLETION

The "Subcontract Completion" is the date the Contractor (CH2M HILL) and the Government accept the entire Work as being in compliance with the Subcontract Documents, or formally waive non-conforming Work to the extent of nonconformity, and issue the final payment in accordance with the requirements set forth in the Final Payment article of these General Conditions.

1.14. SUBCONTRACT DOCUMENTS

The "Subcontract Documents" include the Subcontractor's Proposal (including documentation accompanying the Proposal and any documentation submitted prior to the Notice of Award), these General Conditions, the Supplementary Conditions, the Specifications, and the Drawings, together with all amendments, modifications, and supplements issued pursuant to the General Conditions on or after the Effective Date of the Subcontract.

1.15. SUBCONTRACTOR

The term "Subcontractor" refers to the person or persons, partnership, firm, or corporation who enters into the Subcontract awarded it by the Contractor (CH2M HILL).

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The "Project" is the Work performed under the Subcontract Documents, and may be the whole or a part, and may include construction by the owner or by separate Subcontractors.

1.12. SITE SAFETY PLAN

The term "Site Safety Plan" refers to the plan that describes the expected hazardous waste exposure hazards at the site, the required levels of protection relative to hazardous materials, and operational constraints at or near the site.

1.13. SUBCONTRACT COMPLETION

The "Subcontract Completion" is the date the Contractor (CH2M HILL) and the Government accept the entire Work as being in compliance with the Subcontract Documents, or formally waive non-conforming Work to the extent of nonconformity, and issue the final payment in accordance with the requirements set forth in the Final Payment article of these General Conditions.

1.14. SUBCONTRACT DOCUMENTS

The "Subcontract Documents" include the Subcontractor's Proposal (including documentation accompanying the Proposal and any documentation submitted prior to the Notice of Award), these General Conditions, the Supplementary Conditions, the Specifications, and the Drawings, together with all amendments, modifications, and supplements issued pursuant to the General Conditions on or after the Effective Date of the Subcontract.

1.15. SUBCONTRACTOR

The term "Subcontractor" refers to the person or persons, partnership, firm, or corporation who enters into the Subcontract awarded it by the Contractor (CH2M HILL).

1.16. SUB-SUBCONTRACTOR

The term "sub-subcontractor" means an individual, firm or corporation having a direct contract with the Subcontractor or one of its sub-subcontractors for the performance of a part of the Work under this Subcontract.

1.17. SUBSTANTIAL COMPLETION

"Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, as evidenced by the Contractor's (CH2M HILL's) written notice of Substantial Completion, sufficient to provide the Government, at its discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended.

1.18. SUPPLEMENTARY CONDITIONS

The term "Supplementary Conditions" means the part of the Subcontract Documents which amends or supplements these General Conditions.

1.19. WORK

The term "Work" means the various requirements of the Subcontract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into or for the project, all as required by the Subcontract Documents. Work shall include all material, labor, tools, appliances, machinery, transportation, and appurtenances necessary to perform and complete the requirements of the Subcontract Documents. Work also includes additional items specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated; and as required by good practice to provide a complete and satisfactory system or structure. As used herein, "provide" shall be understood to mean "furnish and install, complete in-place."

ARTICLE 2 - PRELIMINARY MATTERS

2.1. PRELIMINARY CONFERENCE

Within 20 days after the award of the Subcontract, but before any work at the site is started, a conference, attended by Contractor (CH2M HILL) and others as appropriate, will be held to discuss the schedules referred to in these Subcontract Documents; procedures for handling submittals, processing payment requests, and maintaining required records; and to establish a working understanding among the parties as to the Work.

ARTICLE 3 - SUBCONTRACT DOCUMENTS

3.1. OWNERSHIP OF CONTRACT DOCUMENTS

All portions of the Subcontract Documents, and copies thereof furnished by the Contractor (CH2M HILL), are the property of the Contractor (CH2M HILL) and/or the Government. They are not to be used in whole or part on any other Work without the written authorization of Contractor (CH2M HILL). Except for the signed copy of the Subcontract, at the request of the Contractor (CH2M HILL), all documents are to be returned to the Contractor (CH2M HILL) at the completion of the Work. Any reuse of these materials without specific written verification or adaptation by the Contractor (CH2M HILL) will be at the risk of the user and without liability or legal expense to the Contractor (CH2M HILL). Such user shall hold the Contractor (CH2M HILL) harmless from any and

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all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adaptation shall entitle the Contractor (CH2M HILL) to further compensation at rates to be agreed upon by the user and the Contractor (CH2M HILL).

3.2. AMENDMENTS IN WRITING

The Subcontract Documents may be amended only by a further written agreement, duly executed, between the parties. The Subcontract Documents may not be changed orally. The Subcontract Documents comprise the entire agreement between the Contractor (CH2M HILL) and the Subcontractor concerning the Work.

ARTICLE 4 - AVAILABILITY OF SITE; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. SITE ACCESS

The parties understand that the Government is solely responsible for obtaining necessary access to hazardous waste sites for the purposes set forth in the Subcontract and in the Subcontract Documents. The Contractor (CH2M HILL) will be responsible for notifying the Subcontractor of site access once it has been obtained. If site access is unreasonably delayed, the Subcontractor may be entitled to remedies under one of the remedies clauses of this Subcontract.

4.2. OPERATIONS (Based on FAR 52.236-10)

(a) The Subcontractor shall confine all operations to areas authorized or approved by the Contractor (CH2M HILL) and designated for the Subcontractor's use by the Contractor (CH2M HILL). The Subcontractor shall hold and save both the Contractor (CH2M HILL) and the Government, together with their officers and agents, free and harmless from liability of any nature occasioned by the Subcontractor's performance.

(b) Deleted

(c) The Subcontractor shall, under regulations and direction prescribed by the Contractor (CH2M HILL), use only established roadways, or use temporary roadways constructed by the Subcontractor or Contractor (CH2M HILL) when and as authorized by the Contractor (CH2M HILL). When Subcontractor is transporting materials in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks or other crossings, the Subcontractor shall protect them from damage. The Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

4.3. CLEANING UP; (Based on FAR 52.236-12)

(a) The Subcontractor shall, at all times, keep property on which its Work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. Before completing the work, the Subcontractor shall remove all temporary structures, rubbish, tools, scaffolding, equipment, and waste materials resulting from its operations. Upon completing its work, the Subcontractor shall leave the Work area in a clean, neat, and orderly condition. The Subcontractor shall properly decontaminate all personnel, equipment, material, or vehicles which have been located or working in an area of potential hazardous materials.

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(b) The Subcontractor shall certify in writing that any Government-furnished property or Subcontractor-acquired property is returned to the Contractor (CH2M HILL) and/or Government free from contamination by any hazardous or toxic substances.

(c) The Subcontractor is not permitted to use fire on or near the jobsite.

4.4. DIFFERING SITE CONDITIONS; (Based on FAR 52.236-2)

(a) The Subcontractor shall promptly, and before the conditions are disturbed, give a written notice to the Contractor (CH2M HILL) of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in the Subcontract, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the Subcontract.

(b) The Contractor (CH2M HILL) shall investigate the site condition after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Subcontractor's cost of, or the time required for, performing any part of the work under this Subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Subcontract modified in writing accordingly.

(c) No request by the Subcontractor for an equitable adjustment to the Subcontract under this clause shall be allowed, unless the Subcontractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contractor (CH2M HILL).

(d) No request by the Subcontractor for an equitable adjustment to the Subcontract for differing site conditions shall be allowed if made after final payment under this Subcontract unless otherwise agreed in writing.

4.5. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK; (Based on FAR 52.236-3)

(a) The Subcontractor acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Subcontractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of subsurface and surface materials or obstacles to be encountered insofar as this information is ascertainable from an inspection of the site, including all exploratory work done by the Government and Contractor (CH2M HILL), as well as from the Drawings and specifications made a part of the Subcontract. Any failure of the Subcontractor to take the actions described and acknowledged in this paragraph will not relieve the Subcontractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Contractor (CH2M HILL) or the Government.

(b) The Contractor (CH2M HILL) assumes no responsibility for any conclusions or interpretations made by the Subcontractor based on the information made available by either the Contractor (CH2M HILL) or the Government. The Contractor (CH2M HILL) does not assume responsibility for

any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Subcontract, unless that understanding or representation is expressly stated in this Subcontract.

4.6. LAYOUT OF WORK: (Based on FAR 52.236-17)

The Subcontractor shall lay out its work from Government or Contractor (CH2M HILL) established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layouts. The Subcontractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of its work. The Subcontractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contractor (CH2M HILL) or the Government. If stakes or other marks established by the Government or Contractor (CH2M HILL) are destroyed by the Subcontractor, the Subcontractor shall at its cost promptly replace them utilizing a licensed surveyor or others as necessary to assure accurate and proper replacement.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

5.1. SUBCONTRACTOR'S INSURANCE

5.1.1. GENERAL

(a) The Subcontractor shall procure and maintain such insurance as is required by law or regulation from insurance company(s) with an AM Best Guide rating of A VIII or better or otherwise approved by Contractor, including that required by FAR Part 28, in effect as of the date of execution of this Subcontract, and any such insurance as the Contractor may, from time to time, require with respect to performance of this Subcontract.

(b) The Subcontractor shall not commence Work under this Subcontract until it has obtained all the insurance required hereunder and certification of such insurance has been received by the Contractor (CH2M HILL), nor shall the Subcontractor allow any sub-subcontractor to commence work on its Subcontract until insurance specified below has been obtained. The Subcontractor shall provide current insurance certificates throughout the term of the Subcontract. Review of the insurance certificates by the Contractor (CH2M HILL) shall not relieve or decrease the liability of the Subcontractor hereunder.

Cancellation. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.

(c) The Subcontractor shall provide the Contractor (CH2M HILL) with all policy changes or revisions or endorsements that materially alter the policy coverage within 30 days of such change or alteration.

(d) The Subcontractor shall insert the substance of this clause, including this paragraph, in Subcontracts under this Subcontract and shall require sub-subcontractors to provide and maintain the insurance required herein. At least 5 days before entry of each such Subcontractor's personnel on the site, the Subcontractor shall furnish a current certificate of insurance, meeting the requirements herein for each such sub-subcontractor.

5.1.2. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Subcontractor shall maintain, until final payment under the Subcontract, Worker's Compensation as required by law in the statutory amount and Employer's Liability Insurance or "Stop Gap" Insurance in an amount not less than \$500,000 for all employees engaged in Work under the Subcontract Documents. In case any such Work is sublet, the Subcontractor shall require the sub-subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such Work.

5.1.3. GENERAL LIABILITY INSURANCE

(a) The Subcontractor shall maintain during the life of the Subcontract Documents such commercial (comprehensive) general liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the Work under the Subcontract Documents. The amount of insurance to be provided shall be not less than \$1,000,000 combined single limit per occurrence and in the aggregate.

The commercial (comprehensive) general liability insurance shall include a blanket contractual liability coverage, products, and completed operations coverage, and broad form property damage.

(b) The Subcontractor shall maintain during the life of the Subcontract Documents automobile liability insurance, including coverage for owned, non-owned, and hired automobiles in the minimum amount of \$1,000,000 combined single limit.

(c) The Contractor (CH2M HILL), its officers, agents, and employees shall be named as Additional Insureds on the Subcontractor's and any sub-subcontractor's general liability and automobile liability insurance policies, which shall be primary to any coverage maintained by the Contractor (CH2M HILL), and which shall contain a cross liability clause.

(d) All insurance provided by Subcontractor and its sub-subcontractors shall contain a waiver of subrogation in favor of Contractor, the Government, and their officers and employees.

5.1.4. PROFESSIONAL LIABILITY INSURANCE

The Subcontractor shall maintain during the life of the Subcontract professional liability insurance for claims arising out of the performance of professional services in the amount of \$1,000,000 per occurrence and in the aggregate.

5.2. Deleted

5.3. INDEMNIFICATION

5.3.1. DELETED

5.3.2. INDEMNIFICATION FOR EMPLOYEE ORIENTED CLAIMS

(a) The Subcontractor has authority over its employees at the work site and is best able to provide for their safety. Accordingly, the Subcontractor shall indemnify Contractor (CH2M HILL) and the Government from claims by Subcontractor's employees or its sub-subcontractors' employees

(current and former), their spouses (current and former), and their children, and anyone else whose claim is based on injury to or toxic exposure of said employees of the Subcontractor and its Subcontractors of any tier. The Subcontractor shall pay for the cost of defense of these claims, as provided in Clause 5.3.2(b).

(b) Indemnity procedure. The following procedure shall govern indemnity obligations under this Clause 5.3.2, employee oriented claims. When Contractor (CH2M HILL) is sued by an employee (or other person described in this Clause 5.3.2) of the Subcontractor, CH2M HILL shall immediately notify Subcontractor and provide the subcontractor with copies of all pertinent documents. CH2M HILL shall select its defense counsel and conduct its defense in a reasonable manner. The subcontractor shall reimburse the costs of defense, including attorneys fees, as they are incurred.

5.3.3. SUBCONTRACTOR INDEMNITY OF CONTRACTOR

(a) To the fullest extent permitted by Laws and Regulations Subcontractor shall indemnify and hold harmless Contractor (CH2M HILL) and the Government and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom or economic loss. The Subcontractor's indemnity is limited to the proportion of the claim, damage, loss, or expense caused by any negligent act or omission or any intentional tortious act of Subcontractor, any sub-subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable.

5.3.4. ENFORCEMENT OF INDEMNITY

The indemnities provided in Clauses 5.3.2 and 5.3.3 shall be enforced to the maximum extent permitted by applicable law. For purposes of honoring employee oriented claims indemnification, the Subcontractor waives the protection of applicable workers compensation acts, to the extent permitted and required by applicable law. The indemnifications provided in this agreement shall extend to the indemnities, its affiliated companies, and their officers, directors, employees, and shareholders.

5.3.5. LITIGATION CONCERNING INDEMNIFICATION

In the event that it is necessary to enforce the indemnity obligation herein, the losing party in any such enforcement action shall pay the prevailing party's court costs and reasonable attorneys fees.

ARTICLE 6 - SUBCONTRACTOR'S RESPONSIBILITIES

6.1. SUBCONTRACTOR INDEPENDENCE

The Subcontractor shall independently perform all Work under this Subcontract and shall not be considered as an agent of the Contractor (CH2M HILL), nor shall the Subcontractor's sub-subcontractors or employees be subAgents of the Contractor (CH2M HILL).

6.2. PROJECT MEETINGS

The Contractor (CH2M HILL) may schedule project meetings for the purposes of discussing and resolving matters concerning the various elements of the Work. Time and place for these meetings and the names of persons required to be present shall be as determined by the Contractor (CH2M HILL). Subcontractor shall comply with these attendance requirements and shall also require its sub-subcontractors to comply.

6.3. COMMUNICATIONS WITH THE GOVERNMENT

All of the Subcontractor's written or verbal communications to or with the Government, state, or local agencies relative to Work under the Subcontract Documents must be through the Contractor (CH2M HILL).

6.4. DELETED

6.5. DELETED

6.6. COMPLIANCE WITH FAR CHANGES

If FAR clauses are revised by the Government after the date set forth in these General Conditions and those revisions are made applicable to the Prime Contract, then the later Government revisions shall govern and apply to this Subcontract if so required by law and, if not, then at the option and as directed by the Contractor (CH2M HILL).

6.7. COMMUNICATIONS WITH THE GOVERNMENT

All of the Subcontractor's written or verbal communications to or with the Government, state or local agencies relative to Work under the Subcontract Documents must be through the Contractor (CH2M HILL).

6.8. NOTIFICATION OF CONFLICT OF INTEREST REGARDING PERSONNEL

(a) In addition to the requirements of the Subcontract article entitled "Organizational Conflicts of Interest," the following provisions with regard to individual personnel under this Subcontract shall apply for the duration of the Subcontract.

(b) The Subcontractor agrees to notify the Contractor (CH2M HILL) of any actual, apparent, or potential conflict of interest with regard to any individual working on a Work assignment or having access to information regarding this Subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest (as defined in the above-referenced Subcontract cause) and personal conflicts of interest (which are defined as the same types of relationships as an organizational conflict of interest, but applicable to an individual).

(c) In the event that a personal conflict of interest appears to exist, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned Work which created the conflict-of-interest situation.

6.9. PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT

(a) Information, technical data, discussions, reference documents, and other materials involved in the performance of the Subcontract Documents are strictly confidential. Subcontractor agrees not to reproduce any such materials except as necessary to perform the Work, and not to distribute any such materials internally except on a strictly need-to-know basis, and not to divulge any such material either verbally or in writing to any third party without the written consent of the Contractor (CH2M HILL).

(b) The Subcontractor agrees to obtain confidentiality agreements from all personnel working on requirements under this Subcontract.

(c) Such agreements shall contain provisions which stipulate that each individual agrees not to disclose to any entity external to the Owner, the Department of Justice (DOJ), the Contractor (CH2M HILL), or the Subcontractor, either in whole or in part, any technical data provided by the Government or generated by the Subcontractor or Contractor (CH2M HILL), any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Contractor (CH2M HILL). Such agreement shall be effective for a period of 10 years commencing with the effective date of the Subcontract.

6.10. PUBLICITY (EPAAR 1552.237-74)

(a) No publicity or advertising, including releasing any information to the news media or publishing or delivering technical papers, regarding any Work under or relating to the Subcontract Documents shall be released by the Subcontractor without the prior approval of the Contractor (CH2M HILL).

(b) The Subcontractor also agrees to acknowledge EPA support whenever the Work funded in whole or in part by the Subcontract Documents is publicized in any media, subsequent to approval from the Contractor (CH2M HILL) for such publicity.

6.11. SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)

(a) Whenever collecting information under this Subcontract, the Subcontractor agrees to comply with the following requirements:

(1) If the Subcontractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Subcontractor shall submit a list of these sources to the Contractor (CH2M HILL) at the time the information is initially submitted to Contractor (CH2M HILL). The Subcontractor shall identify the information according to source.

(2) If the Subcontractor collects information from a state or local government or from a federal agency, the Subcontractor shall submit a list of these sources to the Contractor (CH2M HILL) at the time the information is initially submitted to the Contractor (CH2M HILL). The Subcontractor shall identify the information according to source.

(3) If the Subcontractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

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(i) Before asking for the information, the Subcontractor shall identify itself, explain that it is performing contractual work for the Contractor (CH2M HILL) for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Subcontractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Subcontractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contractor (CH2M HILL).

(ii) Upon receiving the information, the Subcontractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Subcontractor initially submits the information to the Contractor (CH2M HILL), the Subcontractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Subcontractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this Subcontract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Subcontractor by EPA.

(c) The Subcontractor agrees to obtain the written consent of the Contractor (CH2M HILL), prior to entering into any Subcontract that will require the Subcontractor to collect information. The Subcontractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all sub-subcontracts awarded pursuant to this Subcontract that require the Subcontractor to collect information.

6.12. TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-71)

(a) All data furnished to the Subcontractor by the Contractor (CH2M HILL) or EPA shall be considered to be confidential. The Contractor (CH2M HILL) may disclose confidential business information to the Subcontractor necessary to carry out the Work required under this Subcontract. The Subcontractor agrees to use the confidential information only under the following conditions:

(1) The Subcontractor and Subcontractor's Employees shall:

(i) Use the confidential information only for the purposes of carrying out the Work required by the Subcontract;

(ii) Not disclose the information to anyone other than Contractor (CH2M HILL) and Contractor's (CH2M HILL's) employees; and

(iii) Return to the Contractor (CH2M HILL) all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contractor (CH2M HILL), whenever the information is no longer required by the Subcontractor for the performance of the Work required by the Subcontract, or upon completion of the Subcontract.

(2) The Subcontractor shall obtain a written agreement to honor the above limitations from each of the Subcontractor's employees who will have access to the information before the employee is allowed access.

(3) The Subcontractor agrees that these Subcontract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, the Contractor (CH2M HILL), EPA, and any affected business having a proprietary interest in the information.

(4) The Subcontractor shall not use any confidential information supplied by the Contractor (CH2M HILL) or the EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Subcontractor agrees to obtain the written consent of the Contractor (CH2M HILL), prior to entering into any sub-subcontract that will involve the disclosure of confidential business information by the Subcontractor to the sub-subcontractor. The Subcontractor agrees to include this clause, including this paragraph (b), in all sub-subcontracts awarded, pursuant to this subcontract, that require the furnishing of confidential business information to the sub-subcontractor.

6.13. AUTHORIZATION AND CONSENT--PATENTS (BASED ON FAR 52.227-1)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any Subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under the Prime Contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Subcontractor (CH2M HILL) or a Subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this Subcontract or any Subcontract hereunder (including any lower-tier Subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

(b) The Subcontractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all Subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services) expected to exceed \$25,000; however, omission of this clause from any sub-subcontract, under or over \$25,000, does not affect this authorization and consent.

6.14. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (BASED ON FAR 52.227-2)

(a) The Subcontractor shall report to the Contractor (CH2M HILL) for reporting to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Subcontract of which the Subcontractor has knowledge.

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(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Subcontract or out of the use of any supplies furnished or Work or services performed under this Subcontract, the Subcontractor shall furnish to the Government, when requested by the Contractor (CH2M HILL) or the Contracting Officer, all evidence and information in possession of the Subcontractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor (CH2M HILL) has agreed to indemnify the Government or the Subcontractor has agreed to indemnify the Contractor (CH2M HILL) or Government.

(c) The Subcontractor agrees to include, and require inclusion of, this clause in all sub-subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed \$25,000.

6.15. PATENT INDEMNITY (BASED ON FAR 52.227-3)

The Subcontractor shall pay all royalty and license fees, unless otherwise specified. Except as otherwise provided, the Subcontractor agrees to indemnify the Contractor (CH2M HILL) and Government and their officers, agents, and employees against liability, including costs and expenses (including attorneys fees and all legal expenses and associated costs), for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or Work performed under this Subcontract.

6.16. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA; (Based on FAR 52.223-3)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the subcontract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this subcontract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this subcontract.

Material (If none, insert "None")	Identification No.

(c) The apparently successful offeror, by acceptance of the subcontract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the subcontract whenever the Subcontractor determines that any other material to be delivered under this subcontract is hazardous.

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(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Subcontractor shall promptly notify the contractor (CH2M HILL) and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Contractor (CH2M HILL) shall relieve the Subcontractor of any responsibility or liability for the safety of Contractor (CH2M HILL), Subcontractor, or sub-subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Subcontractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this Subcontract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this subcontract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Subcontractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Subcontractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Subcontractor is permitted to mail MSDS's to consignees in advance of receipt of shipments to consignees, if authorized in writing by the Contractor (CH2M HILL).

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Subcontractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

6.17. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS; (Based on FAR 52.236-9)

(a) The Subcontractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. The Subcontractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment, or by workmen, the Subcontractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound.

(b) The Subcontractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Subcontractor. The Subcontractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Subcontract or failure to exercise reasonable care in performing the work. If the Subcontractor fails or refuses to repair the damage promptly, the Contractor (CH2M HILL) may have the necessary work performed and charge the cost to the Subcontractor.

(c) The Subcontractor shall protect its Work and materials from damage due to the nature of the Work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the Work.

6.18. ADDITIONAL DATA REQUIREMENTS: (Based on FAR 52.227-16)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data--General clause which is incorporated herein by reference, or other equivalent included in this Subcontract) specified elsewhere in the Subcontract to be delivered, the Contractor (CH2M HILL) may, at any time during Subcontract performance or within a period of 3 years after acceptance of all items to be delivered under this Subcontract, order any data first produced or specifically used in the performance of this Subcontract.

(b) The Rights in Data--General clause or other equivalent included in this Subcontract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Subcontractor to deliver any data the withholding of which is authorized by the Rights in Data--General or other equivalent clause of this Subcontract, or data which are specifically identified in this Subcontract as not subject to this clause.

(c) When data are to be delivered under this clause, the Subcontractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contractor (CH2M HILL) may release the Subcontractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

ARTICLE 7 - FUTURE CONTRACTING AND SERVICES

7.1. LIMITATION ON FUTURE CONTRACTING

(a) Unless otherwise provided, due to the scope and nature of this Subcontract, the Subcontractor shall observe the following restrictions on future hazardous waste site contracting;

(1) The Subcontractor will be ineligible to compete for remedial planning and implementation contracts offered by states within the regions covered by this Subcontract which result from a Superfund Cooperative Agreement (SFCA) without the prior written approval of the EPA Contracting Officer responsible for the Prime Contract. The Subcontractor can compete for state contracts for sites that are not on the National Priority List or not funded under an EPA SFCA.

(2) The Subcontractor will be ineligible to compete for remedial planning and implementation projects offered by the private sector for sites within the regions covered by this Subcontract which result from a SARA consent decree or court order. (The Subcontractor can compete for private sector contracts within the regions covered by this Subcontract provided that the prior written approval of the EPA Contracting Officer is obtained.)

(3) The Subcontractor will be ineligible to compete for remedial planning and implementation projects offered by the private sector for sites within the regions covered by this Subcontract where the EPA has initiated enforcement actions without the prior written approval of the EPA Contracting Officer.

(4) The Subcontractor will be ineligible to compete for remedial action projects for which the Subcontractor has developed the solicitation package.

(5) The Subcontractor, for a period of three (3) years after the expiration of this Subcontract, agrees not to compete for or to represent a private party on any work pertaining to a specific site at which the Subcontractor previously performed for the Contractor (CH2M HILL) under this Subcontract without the prior written approval of the cognizant EPA Contracting Officer.

(b) The Subcontractor shall insert in any remedial planning and implementation sub-subcontract or consultant agreement hereunder the provisions which shall conform substantially to the language of this article, including this paragraph. However, Paragraphs (4) and (5) shall be included in all sub-subcontract and consultant agreements.

7.2. FUTURE EXPERT CONSULTING SERVICES

It is recognized that, subsequent to the performance period of this Subcontract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site-specific activities or other matters, with regard to which personnel provided by the Subcontractor under this Subcontract (including sub-subcontractor personnel) would have gained expertise as a result of tasks performed under this Subcontract. Therefore, the Subcontractor agrees to make available expert consulting services in support of such future proceedings, and to enter into intent agreements as necessary with sub-subcontractors to ensure the availability of sub-subcontractor personnel, provided under this Subcontract, to provide expert consulting services. Agreement to provide such services in the future serves as a notice of intent only. Such services are not purchased hereby and will be obtained through a separate contractual agreement.

7.3. EXPERT TESTIMONY

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Subcontractor provided services. Such effort shall be considered within the scope of this Subcontract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall be an expert in their field. The testimony shall normally relate to what actions the Subcontractor took at a site. In the event such services are required after performance of this Subcontract, a separate negotiated procurement action may be instituted with the Subcontractor.

ARTICLE 8 - HEALTH, SAFETY, ACCIDENT PREVENTION, AND TRAINING

8.1. ACCIDENT PREVENTION; (BASED ON FAR 52.236-13)

(a) The Subcontractor understands that this Work will be performed on a hardous waste site and that the Work is explicitly under the Occupational Safety and Health Act (OSHA) 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. Subcontractor shall review and become familiar with the hazardous waste site issues disclosed in the CH2M HILL Health and Safety Plan (HSP), a copy of which has been provided to Subcontractor.

(b) Subcontractor also understands and agrees that OSHA charges employers with the specific obligation to provide safe and healthful working conditions for their employees. Thus, in full compliance with OSHA, Subcontractor shall provide safe and healthful working conditions for its employees and all other persons either under its control or in the general vicinity of its work. Subcontractor is also responsible for preventing damage to property, materials, supplies and equipment, and for avoiding work interruptions. Accordingly, Subcontractor shall:

(1) Comply with all applicable worker health and safety regulations, standards, and codes.

(2) Comply with applicable standards issued by the Secretary of Labor at 29 CFR Part 1926 and 20 CFR Part 1910.

(3) Comply and enforce compliance with CH2M HILL's HSP.

(4) Develop and submit to CH2M HILL, Subcontractor's own HSP to cover its Work. Subcontractor may adopt applicable portions of CH2M HILL's HSP, but Subcontractor's HSP must specifically address all health and safety aspects of Subcontractor's Work which are unique to Subcontractor and not covered in CH2M HILL's HSP.

(5) Submit to CH2M HILL all required certifications of medical fitness, health and safety training, and capability to use any respiratory protective equipment required under CH2M HILL's or Subcontractor's HSP.

(6) Designate an onsite individual who is responsible for Subcontractor's health and safety issues.

(7) Provide appropriate safety barricades, signs, signal lights, or any other safety equipment required under this Article.

(8) Provide Personal Protective Equipment (PPE) appropriate to the hazard for workers as required by CH2M HILL's or Subcontractor's HSP.

(9) Perform appropriate work place safety and health audits to verify compliance with requirements. Subcontractor shall supply copies of audit reports to CH2M HILL.

(10) Provide documentation of prior health and safety experience on hazardous waste sites including positive performance history, and credentials of qualified personnel.

8.2. CH2M HILL'S RESPONSIBILITIES

(a) As the prime contractor, CH2M HILL will:

(1) Advise Subcontractors with respect to those work safety and health issues on which it is knowledgeable.

(2) Offer comment as deemed appropriate on Subcontractor's HSP.

(3) Monitor Subcontractor's performance under its HSP.

(4) Resolve any conflicts on worker health and safety issues between Subcontractor and any other person or entity performing work on the Site.

(b) This advisory and monitoring capacity does not relieve Subcontractor of its responsibilities for providing safe and healthful conditions for its own employees, and for compliance with the provisions of this Article.

8.3. NOTICE OF NONCOMPLIANCE

(a) CH2M HILL may notify the Subcontractor of any noncompliance with the requirements of this Article and of any corrective action required. Upon receipt of any such notice, by Subcontractor or Subcontractor's representative at the Site, Subcontractor shall immediately take correction action. If Subcontractor fails or refuses to take corrective action promptly, CH2M HILL may issue an order stopping all or part of the Work until satisfactory correction action has been taken. Subcontractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

8.4. LOWER TIER SUBCONTRACTORS

Subcontractor shall be responsible for conditions of the jobsite that are attributable to its Work, including safety and regulatory compliance by Subcontractor's lower tier subcontractors. This requirement shall apply continuously and not be limited to normal working hours.

8.5. ACCIDENTS

In the event of a death or lost time accident at the site, Subcontractor shall report the incident immediately by telephone or messenger to CH2M HILL. Subcontractor shall also report promptly in writing to CH2M HILL all accidents arising from, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

ARTICLE 9 - LAWS

9.1. CONVICT LABOR (BASED ON FAR 52.222-3)

The Subcontractor agrees not to employ any person undergoing sentence or imprisonment in performing this Subcontract except as provided by 18 USC 4082 (c)(2) and Executive Order 11755, December 19, 1972.

9.2. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--
OVERTIME COMPENSATION (BASED ON FAR 52.222-4)

(a) Overtime requirements. No Subcontractor contracting for any part of the Subcontract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (BASED ON FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor (CH2M HILL) and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. If the Contracting Officer withholds from the Contractor (CH2M HILL) any moneys payable on account of work performed by the Contractor (CH2M HILL) or Subcontractor, such amounts as may administratively be determined to be necessary to satisfy any liabilities of the Subcontractor or its sub-subcontractor for unpaid wages and liquidated damages as provided in paragraph (b) above, the Contractor (CH2M HILL) may withhold equivalent amounts from the Subcontractor. The Subcontractor shall indemnify the Contractor (CH2M HILL) any and all costs, loss, or expense (including attorney's fees) based upon a withholding by the Contracting Officer pursuant to this clause which is attributed to the Subcontractor or its sub-subcontractors.

(d) Payrolls and basic records.

(1) The Subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the Subcontract for all laborers and mechanics working on the Subcontract. Such records shall contain the name and address of each such employee, Social Security Number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor (CH2M HILL)

or Subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Subcontractor and sub-subcontractor shall insert paragraphs (a) through (d) of this clause in all sub-subcontracts. The Subcontractor shall be responsible for compliance by any lower tier Subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

9.3. EQUAL OPPORTUNITY (BASED ON FAR 52.222-26)

(1) If, during any 12-month period (including the 12 months preceding the award of this Subcontract), the Subcontractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Subcontractor shall comply with subparagraphs (a) through (k) below. Upon request, the Subcontractor shall provide information necessary to determine the applicability of this clause.

(2) During performing of this Subcontract, the Subcontractor agrees as follows:

(a) The Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to,

- (i) Employment
- (ii) Upgrading
- (iii) Demotion
- (iv) Transfer
- (v) Recruitment or recruitment advertising
- (vi) Layoff or termination
- (vii) Rates of pay or other forms of compensation, and
- (viii) Selection for training, including apprenticeship.

(c) The Subcontractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Subcontractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Subcontractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Subcontractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Subcontractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

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(g) The Subcontractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(h) The Subcontractor shall permit access to its books, records, and accounts by the Contractor (CH2M HILL) or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Subcontractor's compliance with the applicable rules, regulations, and orders.

(i) If the OFCCP determines that the Subcontractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Subcontract may be canceled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Subcontractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(j) The Subcontractor shall include the terms and conditions of subparagraphs (a) through (k) of this clause in every sub-subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each sub-subcontractor or vendor.

(k) The Subcontractor shall take such action with respect to any Subcontract or purchase order as the Contractor (CH2M HILL) may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Subcontractor becomes involved in, or is threatened with, litigation with a sub-subcontractor or vendor as a result of any direction, the Subcontractor may request the United States to enter into the litigation to protect the interests of the United States.

(l) Notwithstanding any other clause in this Subcontract, disputes relative to this clause will be governed by the procedures in 41 CFR 60.11.

9.4. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (BASED ON FAR 52.222-35)

The following clause applies to this Subcontract if this Subcontract exceeds \$10,000 and is not exempted by rules, regulations, or orders of the Secretary of Labor.

(a) Definitions:

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Subcontractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Subcontractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Subcontractor proposes to fill from regularly established "recall" lists.

"Openings that the Subcontractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Subcontractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as--

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and

(vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Subcontractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

(b) General:

(1) Regarding any position for which the employee or applicant for employment is qualified, the Subcontractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Subcontractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veteran's status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Subcontractor agrees to comply with the rules, regulations, relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

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(1) The Subcontractor agrees to list all suitable employment openings existing at Subcontract award or occurring during Subcontract performance, at any appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Subcontractor facility, including one not connected with performing this Subcontract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal Subcontracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the state employment service.

(3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Subcontractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Subcontractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Subcontractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Subcontractor may advise the State system when it is no longer bound by this Subcontract clause.

(5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when

- (i) The Government's needs cannot reasonably be supplied,
- (ii) Listing would be contrary to national security, or
- (iii) The requirement of listing would not be in the Government's interest.

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

(2) The terms of paragraph (c) above of this clause do not apply to openings that the Subcontractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangements for that opening.

(e) Postings.

(1) The Subcontractor agrees to post employment notices stating

(i) The Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and

(ii) The rights of the applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Subcontractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.

(f) Noncompliance. If the Subcontractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Subcontractor shall include the terms of this clause in every sub-subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Subcontractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

9.5. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
(BASED ON FAR 52.222-36)

The following clause applies to this Subcontract if the Subcontract exceeds \$2,500 and is not exempted by rules, regulations, or orders of the Secretary of Labor as of the date of the Subcontract:

(a) General:

(1) Regarding any position for which the employee or applicant for employment is qualified, the Subcontractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Subcontractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

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(2) The Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Subcontractor agrees to post employment notices stating

(i) The Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Subcontractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subcontractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Subcontractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Subcontractor shall include the terms of this clause in every sub-subcontract or purchase order. The Subcontractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

9.6. CLEAN AIR AND WATER (BASED ON FAR 52.223-2)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean Air Standards", as used in this clause, means

(1) Any enforceable rules, regulations, guidelines, standards, limitations, order, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

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"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government or ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

- (1) Clean air or water standards; or
- (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor (CH2M HILL) or Subcontractor, used in the performance of a contract or Subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency, determines that independent facilities are collocated in one graphical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Subcontractor agrees--

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this Subcontract;

- (2) That no portion of the Work required by this Subcontract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Subcontract was awarded unless and until the EPA eliminates the name of the facility from this listing;

- (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the Subcontract is being performed; and

- (4) To insert the substance of this clause into any nonexempt sub-subcontract or purchase order, including this subparagraph (b)(4).

9.7. Deleted

9.8. EMPLOYMENT REPORTS ON SPECIAL DISABLED
VETERANS AND VETERANS OF THE VIETNAM ERA
(BASED ON FAR 52.222-37)

(a) The Subcontractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the Subcontractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Subcontractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1 of the year the report is due, or

(2) As of December 31, if the Subcontractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Subcontractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Subcontractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Subcontractor shall include the terms of this clause in every sub-subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

9.9. SERVICE CONTRACT ACT OF 1965, AS AMENDED
(BASED ON FAR 52.222-41)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Subcontractor," as used in this clause or in any subcontract, shall be deemed to refer to the Subcontractor.

"Service employee," as used in this clause, means any person engaged in the performance of this Subcontract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or a Subcontractor and such persons.

(b) Applicability. This Subcontract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this Subcontract by the Subcontractor or any sub-subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this Subcontract.

(2) (i) If a wage determination is attached to this Subcontract, the Subcontractor shall classify any class of service employee which is not listed therein and which is to be employed under the Subcontract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Subcontractor prior to the performance of Subcontract work by the unlisted class of employee. The Subcontractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contractor (CH2M HILL) no later than 30 days after the unlisted class of employee performs any Subcontract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contractor (CH2M HILL) who shall promptly notify the Subcontractor of the action taken. Each affected employee shall be furnished by the Subcontractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon.

Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Subcontract modification, an exercise of an option, or extension of an existing Subcontract, or in any other case where a Subcontractor succeeds a Subcontract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Subcontract which are listed in the current wage determination and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Subcontract work by the unlisted class of employees, the Subcontractor shall advise the Contractor (CH2M HILL) of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this Subcontract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which Subcontract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Subcontract work shall be a violation of the Act and this Subcontract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced Subcontract work.

(3) Adjustment of Compensation. If the term of this Subcontract is more than 1 year, the minimum monetary wages and fringes benefits required to be paid or furnished thereunder to service employees under this Subcontract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Subcontractor or sub-subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this Subcontract, neither the Subcontractor nor any sub-subcontractor under this Subcontract shall pay any person performing work under this Subcontract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing

in this clause shall relieve the Subcontractor or an sub-subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this Subcontract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Subcontract setting for the such collectively bargained wage rates and fringe benefits, neither the Subcontractor nor any sub-subcontractor under this Subcontract shall pay any service employee performing any of the Subcontract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any perspective increases in wages and fringe benefits provided for under such agreement. No Subcontractor or sub-subcontractor under this Subcontract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Subcontractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Subcontract or sub-subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 [1973]). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Subcontractor and any sub-subcontractor under this Subcontract shall notify each service employee commencing work on this Subcontract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this Subcontract, or shall post the wage determination attached to this Subcontract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this Subcontract.

(h) **Safe and Sanitary Working Conditions.** The Subcontractor or sub-subcontract shall not permit any part of the services called for by this Subcontract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Subcontractor or sub-subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Subcontractor and each sub-subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act--
 - (A) Name and address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this subcontract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Subcontractor as prescribed by paragraph (n) of this clause.
- (2) The Subcontractor shall also make available a copy of this subcontract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this Subcontract, and in the case of failure to produce these records, the Contractor (CH2M HILL), upon direction of the Department of Labor and notification to the Subcontractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Subcontractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) Pay Periods. The Subcontractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (k) Withholding of Payments and Termination of Subcontract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Subcontractor or sub-subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contractor (CH2M HILL) may, after authorization or by direction of the Department of Labor and written notification to the Subcontractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the Subcontract work. In such event, the Contractor (CH2M HILL) may enter into other Subcontracts or arrangements for completion of the work, charging the Subcontractor in default with any additional cost.

(l) Sub-subcontracts. The Subcontractor agrees to insert this clause in all sub-subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Prime Contractor or any Subcontractor under the Subcontract are provided for in a collective bargaining agreement which is or will be effective during any period in which the Subcontract is being performed, the Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the Subcontract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the Subcontract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of subcontract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any Subcontract being performed at a Federal facility where service employees may be retained in the performance of the succeeding Subcontract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Subcontractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Subcontractor's or sub-subcontractor's payroll during the last month of Subcontract performance. Such list shall also contain anniversary dates of employment on the Subcontract either with the current or predecessor Subcontractors of each such service employee. The Contracting Officer shall turn over such list to the successor Subcontractor at the commencement of the succeeding Subcontract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this Subcontract, the Subcontractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Subcontractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this Subcontract shall be sub-subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-

learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Subcontract work in any craft classification shall not be greater than the ratio permitted to the Subcontractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements.

Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this Subcontract. Disputes within the meaning of this clause include disputes between the Subcontractor (or any of its sub-subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9.10. PERMITS AND RESPONSIBILITIES: (Based on FAR 52.236-7)

The Subcontractor shall, without additional expense to the Contractor (CH2M HILL), be responsible for obtaining any necessary licenses and permits not otherwise provided by the Contractor (CH2M HILL), and shall be responsible for complying with any federal, state, and municipal laws, codes, and regulations applicable to the performance of the Work. The Subcontractor shall also be responsible for all damages to persons or property that occur as a result of the Subcontractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Subcontractor shall also be responsible for all materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Subcontract.

9.11. FEDERAL, STATE, AND LOCAL TAXES: (Based on FAR 52.229-3)

(a) "Subcontract date," as used in this clause, means the date set for bid opening or if this is a negotiated subcontract or a modification, the effective date of this subcontract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the Subcontract date, that the taxing authority is imposing and collecting on the transactions or property covered by this Subcontract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the Subcontract date but whose exemption was later revoked or reduced during the Subcontract period, on the transactions or property covered by this Subcontract that the Subcontractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Subcontract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this Subcontract, but which the Subcontractor is not required to pay or bear, or for which the Subcontractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the Subcontract date.

(b) The Subcontract price includes all applicable federal, state, and local taxes and duties.

(c) The Subcontract price shall be increased by the amount of any after-imposed Federal tax, provided the Subcontractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Subcontract price, as a contingency reserve or otherwise.

(d) The Subcontract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The Subcontract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Subcontractor is required to pay or bear, or

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does not obtain a refund of, through the Subcontractor's fault, negligence, or failure to follow instructions of the Contractor (CH2M HILL).

(f) No adjustment shall be made in the Subcontract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Subcontractor shall promptly notify the Contractor (CH2M HILL) of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the Subcontract price and shall take appropriate action as the Contractor (CH2M HILL) directs.

(h) The Contractor (CH2M HILL) shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Subcontractor requests such evidence and a reasonable basis exists to sustain the exemption.

ARTICLE 10 - CHANGES

10.1. CHANGES - TIME AND MATERIALS (BASED ON FAR 52.243-3)

(a) The Contractor (CH2M HILL) may at any time, by written order, and without notice to the sureties make changes within the general scope of this Subcontract in any one or more of the following:

- (1) Drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.
- (4) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the Work under this Subcontract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Subcontract, the Contractor (CH2M HILL) shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the Subcontract accordingly.

(c) The Subcontractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contractor (CH2M HILL) decides that the facts justify it, the Contractor (CH2M HILL) may receive and act upon a proposal submitted before final payment of the Subcontract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Subcontractor from proceeding with the Subcontract as changed.

ARTICLE 11 - RECORDS, FILES, AND ACCOUNTING

11.1. RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This Subcontract contains the Federal Acquisition Regulation Clause 52.215-2 "Audit-Negotiation," wherein the Subcontractor is required to maintain and make available to the Prime Contractor (CH2M HILL), the Contracting Officer, or his/her representative, in accordance with FAR Subpart 4.7 "Contractor Records Retention," at its office, at all reasonable times, the books, records,

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documents, and other evidence relating to this Subcontract, including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this Subcontract. Such files shall be made available for examination, audit, or reproduction.

(b) The Subcontractor is advised that the Government may file suit against Potentially Responsible Parties (PRPs) for costs incurred relative to site related clean up activities. In such proceedings, the Subcontractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and Government audit requirements, the Subcontractor shall make available the records described above and in "Audit-Negotiation" for a total of 10 years after final payment of this Subcontract.

(d) In addition, the Subcontractor shall make available the records relating to any appeals, litigation, or the settlement of claims with third parties and which relate to this Subcontract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Subcontractor shall not destroy original records relating to the Subcontract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contractor (CH2M HILL) or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the Contractor (CH2M HILL) is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government and Contractor (CH2M HILL) may, in support of litigation cases, have the need for the Subcontractor to research and make available such records in a form and manner not normally maintained by the Subcontractor. Such effort shall be deemed to be within the scope of work under this Subcontract. If this effort is required after performance of this Subcontract, a separate negotiated procurement action may be instituted with the Subcontractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the Subcontract within the stated period of performance, will represent the final payment under this Subcontract.

11.2. TECHNICAL DATA

(a) The Subcontractor hereby agrees to deliver to the Contractor (CH2M HILL) within 85 days after the completion of the period of performance of each work assignment or as otherwise requested by the Contractor (CH2M HILL) the following documents:

(1) All information supplied to the Subcontractor by the Contractor (CH2M HILL) or the Government is considered to be "Confidential Business Information," pursuant to the clause entitled "Treatment of Confidential Business Information," and shall be returned to CH2M HILL.

(2) All originals and copies, and all abstracts and excerpts therefrom, of all information collected by the Subcontractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the Subcontract clause entitled "Screening Business Information for Claims of Confidentiality."

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(3) All originals (if originals are unavailable, copies will be acceptable) of all data defined below, which are pertinent to the support of the Remedial Response Program and have been furnished to the Subcontractor by the Contractor (CH2M HILL) or the Government or have been generated by the Subcontractor in performance of this Subcontract. In the event that there is any disagreement as to whether certain data are considered pertinent, the Contractor (CH2M HILL) shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in this Subcontract.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(4) Copies of all other types of additional data, including but not limited to reference materials, source lists, field notes, log books, chemical data maps, and photographs, pursuant to the Subcontract clause entitled "Additional Data Requirements."

(b) With regard to all copies of data specifically requested by the Contractor (CH2M HILL) after expiration of this Subcontract and supplied in response thereto by the Subcontractor, the Subcontractor shall be entitled to an equitable adjustment in the Subcontract price to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.

(c) The Subcontractor shall not be required to turn over or provide to the Contractor (CH2M HILL) any of the following:

(1) Data that are not essential and closely related to the Subcontract Work. In the event there is any disagreement as to whether certain data are essential and related to the Subcontract Work, the Contractor (CH2M HILL) and/or the EPA Project Officer shall make the final determination. This determination shall not be subject to the terms of the Subcontract clause entitled "Disputes."

(2) Subcontractor and personnel performance ratings and evaluations.

(3) Technical or other data previously developed by parties other than the Subcontractor which were acquired independently of this Subcontract or acquired by the Subcontractor prior to this Subcontract under conditions restricting the Subcontractor's right to such data.

(d) Upon receipt of all data provided to the Contractor (CH2M HILL) by the Subcontractor under paragraph (a), above, the Contractor (CH2M HILL) shall acknowledge in writing to the Subcontractor the receipt of all confidential or other data.

11.3. Deleted

11.4. ADMINISTRATION OF COST ACCOUNTING STANDARDS
(BASED ON FAR 52.230-4)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this Subcontract, the Subcontractor shall take the steps outlined in paragraphs (a) through (f) of this clause:

(a) Submit to the Contractor (CH2M HILL) a description of any accounting change, the potential impact of the change on Subcontracts containing a CAS clause, and if not obviously

immaterial, a general dollar magnitude cost impact analysis of the change which displays the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed-fee, etc.) and other Subcontractor business activity. As related to CAS-covered contracts, the analysis should display the potential impact of funds of the various Agencies/ Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:

(1) For any change in cost accounting practices required to comply with a new CAS in accordance with subparagraph (a)(3) and subdivision ((a)(4)(i) of the CAS clause, within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.

(2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (a)(4)(iii) of the CAS clause or with subparagraph (a)(3) of the Disclosure and Consistency of Cost Accounting Practices clause, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.

(3) For any failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the CAS clause or by subparagraph (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause, within 60 days (or such other date as may be mutually agreed to) after the date of agreement of noncompliance by the Subcontractor.

(b) Submit a cost impact proposal in the form and manner specified by the Contractor (CH2M HILL) within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. If the cost impact proposal is not submitted within the specified time, or any extension granted by the Contractor (CH2M HILL), an amount not to exceed 10 percent of each payment made after that date may be withheld until such time as a proposal has been provided in the form and manner specified by the Contractor (CH2M HILL).

(c) Agree to appropriate Contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the CAS clause or with subparagraphs (a)(3) or (a)(4) of the CAS Disclosure and Consistency of Cost Accounting Practices clause.

(d) For all Subcontracts subject either to the CAS clause or to the Disclosure and Consistency of Cost Accounting Practices clause--

(1) So state in the body of the Subcontract, in the letter of award, or in both (self-deleting clauses shall not be used); and (2) include the substance of this clause in all negotiated Subcontracts. In addition, within 30 days after award of the Subcontract, submit the following information to the Subcontractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the Subcontractor's facility:

(i) Subcontractor's name and Subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Subcontractor making the award.

(iv) Any changes the Subcontractor has made or proposes to make to accounting practices that affect Prime Contracts or Subcontracts containing the CAS clause or Disclosure and Consistency of Cost Accounting Practices clause, unless these changes have already been

reported. If award of the Subcontract results in making one or more CAS effective for the first time, this fact shall also be reported.

(e) Notify the Contractor (CH2M HILL) in writing of any adjustments required to Subcontracts under this Subcontract and agree to an adjustment, based on them, to this Subcontractor's price or estimated cost and fee. This notice is due within 30 days after proposed Subcontract adjustments are received and shall include a proposal for adjusting the higher tier Subcontract or the Prime Contract appropriately.

(f) For Subcontracts containing the CAS clause, require the Subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the Subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**11.5. DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING
PRACTICES (BASED ON FAR 52.230-5)**

(a) The Contractor, in connection with this Subcontract, shall--

(1) Comply with the requirements of 30.401, Consistency in Estimating, Accumulating, and Reporting Costs, and 30.402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this Subcontract as indicated in Federal Acquisition Regulation (BASED ON FAR) Subpart 30.4.

(2) (National Defense Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by FAR 30.202-1 through 30.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

Note (1): Sub-subcontractors shall be required to submit their Disclosure Statements to the Subcontractor. However, if a sub-subcontractor has previously submitted its Disclosure Statement to a Government Administrative Contracting Officer (ACO), it may satisfy that requirement by certifying to the Contractor the date of the Statement and the address of the Contracting Officer.

Note (2): In any case where a sub-subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to the Subcontractor or higher tier sub-subcontractor, the Contractor (CH2M HILL) may authorize direct submission of the sub-subcontractor's Disclosure Statement to the same Government offices to which the Subcontractor was required to make submission of its Disclosure Statement. Such authorization shall in no way relieve the Subcontractor of liability if it or a sub-subcontractor fails to comply with an applicable Cost Accounting Standard (CAS) or to follow any practice disclosed pursuant to this paragraph and such failure results in any increased costs paid by the United States or the Contractor (CH2M HILL). The Subcontract is subject to adjustment under this clause by reason of any failure of the Subcontractor to comply with rules, regulations, and Standards as specified in FAR Subparts 30.3 and 30.4 in connection with covered Subcontracts. Any Subcontractor subject to such indemnification shall require substantially similar indemnification to be submitted by its sub-subcontractors.

Note (3): The terms defined in FAR Subpart 30.3 and FAR 31.001 shall have the same meanings in this clause. As there defined, "negotiated Subcontract" means any Subcontract except a firm-fixed-price Subcontract made by a Contractor or Subcontractor after receiving offers from at least

two persons not associated with each other or such Contractor or Subcontractor, providing (1) the solicitation to all competitors is identical, (2) price is the only consideration in selecting the Subcontractor from among the competitors solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted.

(3) (i) Follow consistently the Subcontractor's cost accounting practices. A change to such practices may be proposed, however, by either the Contractor (CH2M HILL) or the Subcontractor, and the Subcontractor agrees to negotiate with the Contractor (CH2M HILL) the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Subcontract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Subcontractor shall, when the parties agree to a change to a cost accounting practice and the Contractor (CH2M HILL) has made the finding that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the "Changes" clause of this Subcontract. In the absence of the required finding, no agreement may be made under this Subcontract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the Subcontract price or cost allowance, as appropriate, if the Subcontractor or a sub-subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States or CH2M HILL. Such adjustment shall provide for recovery of the increased costs to the United States or CH2M HILL together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to Pub. L. 92-41, 85 Stat. 7, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Subcontractor has complied with an applicable CAS, rule, or regulation as specified in FAR Subparts 30.3 and 30.4 and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute within the meaning of the "Disputes" clause of the Subcontract.

(c) The Subcontractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Subcontractor shall include in all negotiated Subcontracts, which the Subcontractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the Subcontract is awarded to a business unit which pursuant to FAR 30.201 is required to follow all CAS, the clause entitled "Cost Accounting Standards," set forth in FAR 52.230-3, shall be inserted in lieu of this clause; or

(2) This requirement shall apply only to negotiated Subcontracts in excess of \$100,000 where the price negotiated is not based on--

(i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(ii) Price set by law or regulation; or

(3) The requirement shall not apply to negotiated Subcontracts otherwise exempt from the requirement to include a CAS clause as specified in FAR 30.201-1.

ARTICLE 12 SUBCONTRACTING

12.1. SUB-SUBCONTRACTS IN WRITING

The Subcontractor shall reduce to writing every sub-subcontract it awards for work under this Subcontract unless this requirement is waived in writing by the Contractor (CH2M HILL), and ensure that (i) each sub-subcontract contains a statement that the sub-subcontract is assignable to the Contractor (CH2M HILL) or the Government, (ii) each of these sub-subcontracts is in the Subcontractor's own name, and (iii) none of these sub-subcontracts binds or purports to bind the Government, the Contracting Officer, or the Contractor (CH2M HILL).

12.2. SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (BASED ON FAR 52.244-4)

Any Subcontractors and outside associates or consultants required by the Subcontractor in connection with the services covered by the Subcontract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Subcontractor shall obtain the Contractor's (CH2M HILL's) written consent before making any substitution for these Subcontractors, associates, or consultants.

12.3. SUBCONTRACTS (TIME AND MATERIALS) (BASED ON FAR 52.244-3)

(a) "Subcontract," as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Subcontractor shall obtain the Contractor's (CH2M HILL's) written consent before placing any Subcontract for furnishing any of the Work called for in this Subcontract, except for purchase of raw material or commercial stock items.

(b) No Subcontract placed under this Subcontract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement Subcontracts shall not exceed the fee limitations in subsection 15.903(d) of the Federal Acquisition Regulation (BASED ON FAR).

(c) The Contractor (CH2M HILL) reserves the right to review the Subcontractor's purchasing system as set forth in FAR Subpart 44.3

(d) Unless the consent or approval specifically provides otherwise, neither consent by the Contractor (CH2M HILL) to any Subcontractor nor approval of the Subcontractor's purchasing system shall constitute a determination (1) of the acceptability of any Subcontract terms or conditions, (2) of the acceptability of any Subcontract price or of any amount paid under any Subcontract, or (3) to relieve the Subcontractor of any responsibility for performing this Subcontract.

12.4. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (BASED ON FAR 52.203-6)

(a) Except as provided in (b) below, the Subcontractor shall not enter into any agreement with an actual or prospective sub-subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such sub-subcontractors directly to the Government of any item or process (including computer software) made or furnished by the Subcontractor under this Subcontract or under any follow-on production contract.

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(b) The prohibition in (a) above does not preclude the Subcontractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Subcontractor agrees to incorporate the substance of this clause, including this paragraph (c), in all Subcontracts under this Subcontract.

12.5. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (BASED ON FAR 52.219-8)

(a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any federal agency, including contracts and Subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its Prime Contractors (CH2M HILL) establish procedures to ensure the timely payment of amounts due pursuant to the terms of their Subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The Subcontractor hereby agrees to carry out this policy in the awarding of Subcontracts to the fullest extent consistent with efficient Subcontract performance. The Subcontractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Subcontractor's compliance with this clause.

(c) As used in this Subcontract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Subcontractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Subcontractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

(d) Subcontractors acting in good faith may rely on written representations by their sub-subcontractors or suppliers regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

12.6. Deleted

12.7. UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
(BASED ON FAR 52.219-13)

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any federal agency.

(c) The Subcontractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the sub-subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

(d) The Subcontractor may rely on written representations by its sub-subcontractors regarding their status as women-owned small businesses.

12.8. UTILIZATION OF LABOR SURPLUS AREA CONCERNS
(BASED ON FAR 52.220-3)

(a) Applicability. This clause is applicable if this Subcontract exceeds the appropriate small purchase limitation in Part 13 of the Federal Acquisition Regulation.

(b) Policy. It is the policy of the Government to award contracts to concerns that agree to perform substantially in LSAs when this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Subcontractor agrees to use its best efforts to place sub-subcontracts in accordance with this policy.

(c) Order of preference. In complying with paragraph (b) above and with paragraph (c) of the clause of this Subcontract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," the Subcontractor shall observe the following order of preference in awarding Subcontracts: (1) small business concerns that are LSA concerns, (2) other small business concerns, and (3) other LSA concerns.

(d) Definitions:

"Labor surplus area," as used in this clause, means a geographical area identified by the Department of Labor in accordance with 20 CFR 654, Subpart A, as an area of concentrated unemployment or underemployment or an area of labor surplus.

"Labor Surplus Area concern," as used in this clause, means a concern that together with its first-tier Subcontractors will perform substantially in LSAs. Performance is substantially in LSAs if the costs incurred under the Subcontract on account of manufacturing, production, or performance of appropriate services in labor surplus areas exceed 50 percent of the Subcontract price.

12.9. Deleted

12.10. NOTICE OF LABOR DISPUTES (BASED ON FAR 52.222-1)

(a) If the Subcontractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Subcontract, the Subcontractor shall immediately give notice, including all relevant information, to the Contractor (CH2M HILL).

(b) The Subcontractor agrees to insert the substance of this clause, including this paragraph (b), in any sub-subcontract or purchase order to which a labor dispute may delay the timely performance of this Subcontract; except that each sub-subcontract or purchase order shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the sub-subcontractor or supplier shall immediately notify the next higher tier Subcontractor, supplier, or the Contractor (CH2M HILL), as the case may be, of all relevant information concerning the dispute.

12.11. SMALL/DISADVANTAGED/MINORITY BUSINESS
ENTERPRISE SUBCONTRACT AWARDS

The Subcontractor shall notify the Prime Contractor (CH2M HILL) of any Subcontract awards to small disadvantaged/minority business enterprises within twenty-four (24) hours after the date of award. Notification may be provided orally but shall be followed up immediately in writing. The following information shall be provided within the notification.

- a. Subcontractor Name
- b. Whether the Subcontractor has been designated "8(a)" by the Small Business Administration.
- c. Date of Award
- d. Title of Subcontract
- e. Site Name (if applicable)
- f. Total potential dollar value (including all options)
- g. Total potential period of performance (if all options are exercised).

This notification in no way changes the requirements of the clauses entitled "Subcontracting Reports--Small Business and Small Disadvantaged Business Concerns" or "Subcontract Consent" if these clauses are included within the Subcontract.

12.12. Deleted

ARTICLE 13 - DELETED

ARTICLE 14 - PAYMENTS TO SUBCONTRACTOR AND COMPLETION

14.1. PAYMENTS (BASED ON FAR 52.232-7)

(a) Before the 15th of each month, the Subcontractor shall submit to the Contractor (CH2M HILL) a written request for payment under the Subcontract for supplies and services rendered. In order to be proper, the invoice must include the following:

- (1) Name and address of Subcontractor official to whom payment is to be sent
- (2) Invoice date, subcontract number, jobsite, and description of work performed
- (3) Name and phone number of subcontractor's person to be notified in the event of invoice errors
- (4) Detailed documentation to support amounts earned and certification as herein required

(a) Along with each request for progress payments, the Subcontractor shall furnish the following signed certification, or payment shall not be made:

I certify that all payments requested are appropriate and in accordance with the agreement set forth in the Subcontract.

(b) The contractor (CH2M HILL) will, within 5 working days after receipt of each request for payment, either make a recommendation of payment or return the request to Subcontractor indicating in writing Contractor's (CH2M HILL's) reasons for refusing to recommend payment. In the latter case, Subcontractor may make the necessary corrections and resubmit the request. The resubmitted payment request will not be processed until the following month.

Contractor (CH2M HILL) may refuse the whole or any part of any payment request if, in its opinion, it would be incorrect to make such representations to the Government.

(c) Requests for payment that are received by the 15th day of the month, and that are approved by the Contractor (CH2M HILL), will be processed for payment and funds will be released to the Subcontractor by the 10th day of the following month in which the invoice is submitted. Similarly, the Subcontractor shall make payments to its sub-subcontractors and suppliers before requesting payment from the Contractor (CH2M HILL).

(d) The Contractor shall pay the Subcontractor as follows:

- (1) Hourly rate.

(i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month to the Contractor (CH2M HILL) or designee. The Subcontractor shall substantiate vouchers by evidence of actual

payment and by individual daily job timecards, or other substantiation approved by the Contractor (CH2M HILL). Promptly after receipt of each substantiated voucher, the Contractor (CH2M HILL) shall, except as otherwise provided in this Subcontract, pay the voucher as approved by the Contractor (CH2M HILL).

(ii) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Subcontractor having performed Work on an overtime basis. If no overtime rates are provided in the Schedule and overtime Work is approved in advance by the Contractor (CH2M HILL), overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this Subcontract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contractor (CH2M HILL).

(2) Unit Prices

(i) Those unit prices stipulated in the pricing schedule shall be utilized where applicable.

(3) Materials, Subcontracts, and Other Costs. Allowable costs shall be determined by the Contractor (CH2M HILL) in accordance with Subpart 31.2 of the Federal Acquisition Regulation (BASED ON FAR) in effect on the date of this Subcontract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Subcontractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Subcontractor shall be reimbursed for items and services purchased directly for the Subcontract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(4) The cost of Subcontracts that are authorized under the Subcontract's clause of the Subcontract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph below. Reimbursable costs in connection with sub-subcontracts shall be limited to the amounts paid to the Subcontractor in the same manner as for items and services purchased directly for the Subcontractor under subparagraph (1) above; however, this requirement shall not apply to a Subcontractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the sub-subcontract, if the costs are included in the hourly rates payable under (d) (1) above.

The following paragraph (e) applies to time and material and cost reimbursement Subcontracts only.

(e) To the extent able, the Subcontractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Subcontractor shall promptly notify the Contractor (CH2M HILL) and give the reasons. Credit shall be given to the Contractor (CH2M HILL) for cash and trade discounts, rebates, allowances, credits, salvage, the value

of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Subcontractor, or would have accrued except for the fault or neglect of the Subcontractor. The benefits lost without fault or neglect on the part of the Subcontractor, or lost through fault of the Contractor (CH2M HILL), shall not be deducted from gross costs.

(f) Total costs. It is estimated that the total cost to the Contractor (CH2M HILL) for the performance of this Subcontract shall not exceed the ceiling price set forth in the Schedule and the Subcontractor agrees to use its best efforts to perform the Work specified in the Schedule and all obligations under this Subcontract within such ceiling price. If at any time the Subcontractor has reason to believe that the hourly rate payments and materials costs will accrue in performing this Subcontract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Subcontractor shall notify the Contractor (CH2M HILL) giving a revised estimate of the total price to the Contractor (CH2M HILL) for performing this Subcontract with supporting reasons and documentation. If at any time during performing this Subcontract, the Subcontractor has reason to believe that the total price to the Contractor (CH2M HILL) for performing this Subcontract will be substantially greater or less than the then stated ceiling price, the Subcontractor shall so notify the Contractor (CH2M HILL), giving a revised estimate of the total price for performing this Subcontract, with supporting reasons and documentation. If at any time during performing this Subcontract, the Contractor (CH2M HILL) has reason to believe that the work to be required in performing this Subcontract will be substantially greater or less than the stated ceiling price, the Contractor (CH2M HILL) will so advise the Subcontractor, giving the then revised estimate of the total amount of effort to be required under this Subcontract.

(g) Ceiling price. The Contractor (CH2M HILL) shall not be obligated to pay the Subcontractor any amount in excess of the ceiling price in the Schedule, and the Subcontractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contractor (CH2M HILL) shall have notified the Subcontractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Subcontract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Subcontractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(h) Audit. At any time before final payment under this Subcontract the Contractor (CH2M HILL) may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contractor (CH2M HILL) not to have been properly payable and shall also be subject to reduction for overpayment or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Subcontractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Subcontractor with all terms of this Subcontract (including, without limitation, terms relating to patents and the terms of (i) and (j) below), the Contractor (CH2M HILL) shall promptly pay any balance due the Subcontractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Subcontractor as promptly as practicable following completion of the Work under this Subcontract, but in no event later than 1 year (or such longer period as the Contractor (CH2M HILL) may approve in writing) from the date of completion.

(i) Assignment. The Subcontractor, and each assignee under an assignment entered into under this Subcontract and in effect at the time of final payment under this Subcontract, shall execute

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and deliver, at the time of and as a condition precedent to final payment under this Subcontract, a release discharging the Contractor (CH2M HILL), its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this Subcontract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amount if the amounts are not susceptible of exact statement by the Subcontractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Subcontractor to third parties arising out of performing this Subcontract, that are not known to the Subcontractor on the date of the execution of the release, and of which the Subcontractor gives notice in writing to the Contractor (CH2M HILL) not more than 6 years after the date of the release or the date of any notice to the Subcontractor that the Contractor (CH2M HILL) is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of the Government or the Contractor (CH2M HILL) against patent liability), including reasonable incidental expenses, incurred by the Subcontractor under the terms of this Subcontract relating to patents.

(j) Refunds. The Subcontractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Subcontractor or any assignee, that arise under the materials portion of this Subcontract and for which the Subcontractor has received reimbursement, shall be paid by the Subcontractor to the Contractor (CH2M HILL). The Subcontractor and each assignee, under an assignment entered into under this Subcontract, shall execute and deliver, at a time of and as a condition precedent to final payment under this Subcontract, an assignment to the Contractor (CH2M HILL) of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contractor (CH2M HILL).

14.2. PAYMENT FOR OVERTIME PREMIUMS (BASED ON FAR 52.222-2)

(a) The use of overtime is authorized under this Subcontract if the overtime premium cost does not exceed -0- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Contractor (CH2M HILL).

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for Subcontract completion and shall:

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(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contractor (CH2M HILL) to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the Subcontract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

14.3. DELETED

14.4. LIMITATION OF COST (BASED ON FAR 52.232-20)

(a) The parties estimate that performance of this Subcontract, will not cost the Contractor (CH2M HILL) more than (1) the estimated cost specified in the Schedule or (2) if this is a cost-sharing Subcontract, the Contractor's (CH2M HILL's) share of the estimated cost specified in the Schedule. The Subcontractor agrees to use its best efforts to perform the Work specified in the Schedule and all obligations under this Subcontract within the estimated cost, which, if this is a cost-sharing Subcontract, includes both the Contractor's (CH2M HILL's) and the Subcontractor's share of the cost.

(b) The Subcontractor shall notify the Contractor (CH2M HILL) in writing whenever it has reason to believe that --

(1) The costs the Subcontractor expects to incur under this Subcontract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this Subcontract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Subcontractor shall provide the Contractor (CH2M HILL) a revised estimate of the total cost of performing this Subcontract.

(d) Except as required by other provisions of this Subcontract, specifically citing and stated to be an exception to this clause --

(1) The Contractor (CH2M HILL) is not obligated to reimburse the Subcontractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing Subcontract, the estimated cost to the Contractor (CH2M HILL) specified in the Schedule; and

(2) The Subcontractor is not obligated to continue performance under this Subcontract (including actions under the Termination clause of this Subcontract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contractor (CH2M HILL) (i) notifies the Subcontractor in writing that the estimated cost has been increased and (ii) provides a

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revised estimated total cost of performing this Subcontract. If this is a cost-sharing Subcontract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contractor (CH2M HILL), shall affect this Subcontract's estimated cost to the Contractor (CH2M HILL). In the absence of the specified notice, the Contractor (CH2M HILL) is not obligated to reimburse the Subcontractor for any costs in excess of the estimated cost or, if this is a cost-sharing Subcontract, for any costs in excess of the estimated cost to the Contractor (CH2M HILL) specified in the Schedule, whether those excess costs were incurred during the course of the Subcontract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Subcontractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contractor (CH2M HILL) issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Contractor (CH2M HILL) specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this Subcontract is terminated or the estimated cost is not increased, the Contractor (CH2M HILL) and the Subcontractor shall negotiate an equitable distribution of all property produced or purchased under the Subcontract, based upon the share of costs incurred by each.

14.5. WAIVER OF FACILITIES CAPITAL COST OF MONEY
(BASED ON FAR 52.215-31)

The Subcontractor did not include facilities capital cost of money as a proposed cost of this Subcontract. Therefore it is an unallowable cost under this Subcontract.

14.6. NOTICE OF INTENT TO DISALLOW COSTS
(BASED ON FAR 52.242-1)

(a) Notwithstanding any other clause of this Subcontract --

(1) The Contractor (CH2M HILL) may at any time issue to the Subcontractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this Subcontract that have been determined not to be allowable under the Subcontract terms; and

(2) The Subcontractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contractor (CH2M HILL), with justification for allowance of the costs. If the Subcontractor does respond within 60 days, the Contractor (CH2M HILL) shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.

(b) Failure to issue a notice under this "Notice of Intent to Disallow Costs" clause shall not affect the Contractor's (CH2M HILL's) rights to take exception to incurred costs.

14.7. Deleted

14.8. Deleted

14.9. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES
RELEASE

The acceptance by the Subcontractor of the final payment shall release the Contractor (CH2M HILL) from all claims and all liability to the Subcontractor for all things done or furnished in connection with the Work, and every act of the Contractor (CH2M HILL) and others relating to or arising out of the Work, except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Subcontractor or its Sureties or insurers from obligations under the Subcontract Documents, as herein provided or as may be imposed by law.

14.10. EXAMINATION OF RECORDS BY COMPTROLLER
GENERAL (BASED ON FAR 52.215-1)

(a) This clause applies if the Subcontract exceeds \$10,000 and was entered into by negotiation.

(b) The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this Subcontract, have access to and the right to examine any of the Subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to this Subcontract.

(c) The periods of access and examination in paragraph (b) above for records relating to (1) appeals under the "Disputes" clause, (2) litigation or settlement of claims arising from the performance of this Subcontract, or (3) costs and expenses of this Subcontract to which the Contractor (CH2M HILL), the Comptroller General, or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

14.11. AUDIT--NEGOTIATION (BASED ON FAR 52.215-2)

(a) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable Subcontract, or any combination of these, the Subcontractor shall maintain and the Contractor (CH2M HILL) or representatives of the Contractor (CH2M HILL) shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk tape, etc.) or type (e.g., data bases applications software, utilities, etc.) sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this Subcontract. This right of examination shall include inspection at all reasonable times of the Subcontractor's plants, or parts of them, engaged in performing the Subcontract.

(b) Cost or pricing data. If, pursuant to law, the Subcontractor has been required to submit cost or pricing data in connection with pricing this Subcontract or any modification to this Subcontract, the Contractor (CH2M HILL) or representatives of the Contractor (CH2M HILL) who are employees of the Government shall have the right to examine and audit all of the Subcontractor's books, records, documents and other data regardless of form (e.g., machine readable media such as disk tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing negotiating, pricing, or performing the Subcontract or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used.

(c) Reports. If the Subcontractor is required to furnish cost, funding, or performance reports, the Contractor (CH2M HILL) or representatives of the Contractor (CH2M HILL) who are employees of the Government shall have the right to examine and audit books, records, other documents, and supporting materials, for the purpose of evaluating (1) the effectiveness of the Subcontractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(d) Availability. The Subcontractor shall make available at its office at all reasonable times the materials described in paragraphs (a) and (b) above, for examination, audit, or reproduction, until 10 years after final payment of this Subcontract. In addition--

(1) If this Subcontract is completely or partially terminated, the records relating to the Work Terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the "Disputes" clause or to litigation or the settlement of claims arising under or relating to this Subcontract shall be made available until such appeals, litigation, or claims are disposed of.

(e) Except as otherwise provided in FAR Subpart 4.7, Contractor Records Retention, the Subcontractor may transfer computer data in machine readable form from one reliable computer medium to another. The Subcontractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The Subcontractor's choice of form or type of materials described in paragraphs (a), (b), and (c) of this clause affects neither the Subcontractor's obligations nor the Contractor's (CH2M HILL's) rights under this clause.

(f) The Subcontractor shall insert a clause containing all the terms of this clause, including this paragraph (e), in all sub-subcontracts and purchase orders over \$10,000 under this Subcontract, altering the clause only as necessary to identify properly the contracting parties and the Contractor (CH2M HILL) under the Prime Contract.

14.12. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (BASED ON FAR 52.215-22)

(a) If any price, including profit or fee, negotiated in connection with this Subcontract, or any cost reimbursable under this Subcontract, was increased by any significant amount because (1) the Subcontractor or a sub-subcontractor or a supplier furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a sub-subcontractor, supplier, or prospective sub-subcontractor or supplier furnished the Subcontractor cost or pricing data that were not complete, accurate, and current as certified in the Subcontractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the Subcontract shall be modified to reflect the reduction.

(b) Any reduction in the Subcontract price under paragraph (a) above due to defective data from a prospective sub-subcontractor or supplier that was not subsequently awarded the sub-subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual Subcontract or (2) the actual cost to the Subcontractor, if there was no sub-subcontract or purchase order, was less than the prospective sub-subcontract cost estimate submitted by the Subcontractor, provided, that the actual sub-subcontract price was not itself affected by defective cost or pricing data.

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(c) (1) If the Contractor (CH2M HILL) determines under paragraph (a) of this clause that a price or cost reduction should be made, the Subcontractor agrees not to raise the following matters as a defense:

(i) The Subcontractor or Sub-subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the Subcontract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contractor (CH2M HILL) should have known that the cost or pricing data in issue were defective even though the Subcontractor or Sub-subcontractor took no affirmative action to bring the character of the data to the attention of the Contractor (CH2M HILL).

(iii) The Subcontract was based on an agreement about the total cost of the Subcontract and there was no agreement about the cost of each item procured under the Subcontract.

(iv) The Subcontractor or Sub-subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contractor (CH2M HILL) based upon the facts shall be allowed against the amount of a Subcontract price reduction if--

(A) The Subcontractor certifies to the Contractor (CH2M HILL) that, to the best of the Subcontractor's knowledge and belief, the Subcontractor is entitled to the offset in the amount requested; and

(B) The Subcontractor proves that the cost or pricing data were available before the date of agreement on the price of the Subcontract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Subcontractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Contractor (CH2M HILL) proves that the facts demonstrate that the Subcontract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(d) If any reduction in the subcontract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Subcontractor shall be liable to and shall pay the Contractor (CH2M HILL) at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Subcontractor to the date the Contractor (CH2M HILL) is repaid by the Subcontractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2).

(2) For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Subcontractor or Sub-subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

14.13. SUBCONTRACTOR COST OR PRICING DATA (BASED ON FAR 52.215-24)
(DEVIATION)

(a) Before awarding any sub-subcontract or purchase order expected to exceed \$100,000 or for the Department of Defense, the National Aeronautics and Space Administration and the Coast Guard, expected to exceed \$500,000, when entered into, or before pricing any sub-subcontract, purchase order or modification involving a pricing adjustment expected to exceed \$100,000, or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, expected to exceed \$500,000, the Subcontractor shall require the sub-subcontractor or supplier to submit cost or pricing data (actually or by specific identification in writing), unless the price is --

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) The Subcontractor shall require the sub-subcontractor or supplier to certify in substantially the form prescribed in Subsection 15.804-4 of the Federal Acquisition Regulation (BASED ON FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) above were accurate, complete, and current as of the date of agreement on the negotiated price of the Subcontract or sub-subcontract modification.

(c) In each sub-subcontract or purchase order that exceeds \$100,000 or for the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, in each Subcontract that exceeds \$500,000 when entered into, the Subcontractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) above requires submission of cost or pricing data for the sub-subcontract or purchase order; or

(2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data--Modifications.

(d) This clause shall be included in all further sub-subcontracts or purchase orders in excess of \$100,000.

14.14. INTEREST (BASED ON FAR 52.232-17)

When any amount becomes payable to the Government by the Contractor (CH2M HILL) under the Prime Contract provision FAR 52.232-17, and part or all of the amount is due from the Subcontractor, the Subcontractor shall also be liable for its proportionate share of interest under this clause from the time the Subcontractor becomes aware or the Contractor (CH2M HILL) gives its notice of the amount the Government claims to the time the Subcontractor pays the amount due plus interest to the Contractor (CH2M HILL) provided if the Contractor's (CH2M HILL's) liability for interest is reduced, the Subcontractor's liability will be reduced proportionately or as the reduction relates to the Subcontractor's Work.

ARTICLE 15 - STOP WORK ORDERS, TERMINATION, AND DELAYS

15.1. STOP WORK ORDER (BASED ON FAR 52.212-13)

(a) The Contractor (CH2M HILL) may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the Work called for by this Subcontract for a period of up to 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of Work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, the Contractor (CH2M HILL) shall either --

(1) Cancel the stop-work order; or

(2) Terminate the Work covered by the order as provided in the "Default" or the "Termination" clause of this Subcontract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume Work. The Contractor (CH2M HILL) shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly if --

(1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and

(2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of Work stoppage, provided that, if the Contractor (CH2M HILL) decides the facts justify the action, the Contractor (CH2M HILL) may receive and act upon the claim submitted at any time before final payment under this Subcontract.

(c) If a stop-work order is not canceled and the Work covered by the order is terminated for the convenience of the Contractor (CH2M HILL), the Contractor (CH2M HILL) shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the Work covered by the order is terminated for default, the Contractor (CH2M HILL) shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

15.2. TERMINATION FOR CONVENIENCE; (Based on FAR 52.249-2)

(a) The Contractor (CH2M HILL) may terminate performance of work under this Subcontract in whole or, from time to time, in part if the Contractor (CH2M HILL) determines that a termination is in the Contractor's (CH2M HILL's) interest. The Contractor (CH2M HILL) shall terminate by delivering to the Subcontractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contractor (CH2M HILL), the Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further sub-subcontracts or orders (referred to as sub-subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Subcontract.

(3) Terminate all sub-subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contractor (CH2M HILL), all right, title, and interest of the Subcontractor under the sub-subcontracts terminated, in which case the Contractor (CH2M HILL) shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contractor (CH2M HILL), settle all outstanding liabilities and termination settlement proposals arising from the termination of Subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contractor (CH2M HILL), transfer title and deliver to the Contractor (CH2M HILL) (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the Subcontract had been completed, would be required to be furnished to the Contractor (CH2M HILL).

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contractor (CH2M HILL) may direct, for the protection and preservation of the property related to this Subcontract that is in the possession of the Subcontractor and in which the Contractor (CH2M HILL) has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contractor (CH2M HILL), any property of the types referred to in subparagraph (6) above; provided, however, that the Subcontractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contractor (CH2M HILL). The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Contractor (CH2M HILL) under this Subcontract, credited to the price or cost of the work, or paid in any other manner directed by the Contractor (CH2M HILL).

(c) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Subcontractor may submit to the Contractor (CH2M HILL) a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contractor (CH2M HILL). The Subcontractor may request the Contractor (CH2M HILL) to remove those items or enter into an agreement for their storage. Within 15 days, the Contractor (CH2M HILL) will accept title to those items and remove them or enter into a storage agreement. The Contractor (CH2M HILL) may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Subcontractor shall submit a final termination settlement proposal to the Contractor (CH2M HILL) in the form and with the certification prescribed by the Contractor (CH2M HILL). The Subcontractor shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by the Contractor (CH2M HILL) upon written request of the Subcontractor within this 6-month period. However, if the Contractor (CH2M HILL) determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Subcontractor fails to submit the proposal within the time allowed, the Contractor (CH2M HILL) may determine, on the basis of information available, the amount, if any, due the Subcontractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Subcontractor and the Contractor (CH2M HILL) may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total Subcontract price as reduced by (i) the amount of payments previously made and (ii) the Subcontract price of work not terminated. The Subcontract shall be amended, and the Subcontractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Subcontractor and Contractor (CH2M HILL) fail to agree on the whole amount to be paid the Subcontractor because of the termination of work, the Contractor (CH2M HILL) shall pay the Subcontractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (e) above.

(1) For Subcontract work performed before the effective date of termination, the total (without duplication of any items) of --

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated Subcontracts that are properly chargeable to the terminated portion of the Subcontract if not included in subdivision (i) above; and

(iii) A sum, as profit on (i) above, determined by the Contractor (CH2M HILL) under 49.202 of the Federal Acquisition Regulation, in effect on the date of this Subcontract, to be fair and reasonable; however, if it appears that the Subcontractor would have sustained a loss on the entire Subcontract had it been completed, the Contractor (CH2M HILL) shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of Subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Contractor (CH2M HILL) expressly assumed the risk of loss, the Contractor (CH2M HILL) shall exclude from the amounts payable to the Subcontractor under paragraph (f) above, the fair value, as determined by the Contractor (CH2M HILL), of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Contractor (CH2M HILL) or to a buyer.

(h) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Subcontract, shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Subcontractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contractor (CH2M HILL) under paragraph (d), (f), or (k), except that if the Subcontractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right of appeal. If the Contractor (CH2M HILL) has made a determination of the amount due under paragraph (d), (f), or (k), the Contractor (CH2M HILL) shall pay the Subcontractor (1) the amount determined by the Contractor (CH2M HILL) if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(j) In arriving at the amount due the Subcontractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Subcontractor under the terminated portion of this Subcontract;

(2) Any claim which the Contractor (CH2M HILL) has against the Subcontractor under this Subcontract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Subcontractor or sold under the provisions of this clause and not recovered by or credited to the Contractor (CH2M HILL).

(k) If the termination is partial, the Subcontractor may file a proposal with the Contractor (CH2M HILL) for an equitable adjustment of the price(s) of the continued portion of the Subcontract. The Contractor (CH2M HILL) shall make any equitable adjustment agreement upon. Any proposal by the Subcontractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contractor (CH2M HILL).

(l) (1) The Contractor (CH2M HILL) may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Subcontractor for the

terminated portion of the Subcontract, if the Contractor (CH2M HILL) believes the total of these payments will not exceed the amount to which the Subcontractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Subcontractor shall repay the excess to the Contractor (CH2M HILL) upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Subcontractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Subcontractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contractor (CH2M HILL) because of the circumstances.

(m) Unless otherwise provided in this Subcontract or by statute, the Subcontractor shall maintain all records and documents relating to the terminated portion of this contract for 10 years after final settlement. This includes all books and other evidence bearing on the Subcontractor's costs and expenses under this Subcontract. The Subcontractor shall make these records and documents available to the Contractor (CH2M HILL), at the Subcontractor's office, at all reasonable times, without any direct charge. If approved by the Contractor (CH2M HILL), photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(n) The Subcontractor shall include a Termination for Convenience Clause in its Subcontracts.

15.3. DEFAULT TERMINATION; (Based on FAR 52.249-10)

(a) If the Subcontractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Subcontract including any extension, or fails to complete the Work within this time, the Contractor (CH2M HILL) may, by written notice to the Subcontractor, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed. In this event, the Contractor (CH2M HILL) may take over the Work and complete it by Subcontract or otherwise, and may take possession of and use any materials, appliances, and plant on the Work site necessary for completing the Work. The Subcontractor and its sureties shall be liable for any damage to the Contractor (CH2M HILL) resulting from the Subcontractor's refusal or failure to complete the Work within the specified time, whether or not the Subcontractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the Contractor (CH2M HILL) or the Government in completing the Work.

(b) The Subcontractor's right to proceed shall not be terminated nor the Subcontractor charged with damages under this clause, if --

(1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Subcontractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Subcontractor in the performance of a Subcontract with the Contractor (CH2M HILL), (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of Subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Subcontractor and the sub-subcontractors or suppliers; and

(2) The Subcontractor, within 10 days from the beginning of any delay (unless extended by the Contractor (CH2M HILL)), notifies the Contractor (CH2M HILL) in writing of the causes of delay. The Contractor (CH2M HILL) shall ascertain the facts and the extent of delay. If, in the judgment of the Contractor (CH2M HILL), the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of the Contractor (CH2M HILL) shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Subcontractor's right to proceed, it is determined that the Subcontractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Contractor (CH2M HILL).

(d) The rights and remedies of the Contractor (CH2M HILL) in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

15.4. EXCUSABLE DELAYS (BASED ON FAR 52.249-14)

(a) Except for defaults of sub-subcontractors at any tier, the Subcontractor shall not be in default because of any failure to perform this Subcontract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Subcontractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Subcontractor. "Default" includes failure to make progress in the Work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a sub-subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Subcontractor and sub-subcontractor, and without the fault or negligence of either, the Subcontractor shall not be deemed to be in default, unless --

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contractor (CH2M HILL) ordered the Subcontractor in writing to purchase these supplies or services from the other source; and

(3) The Subcontractor failed to comply reasonably with this order.

(c) Upon request of the Subcontractor, the Contractor (CH2M HILL) shall ascertain the facts and extent of the failure. If the Contractor (CH2M HILL) determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Contractor (CH2M HILL) under the termination clause of this Subcontract.

ARTICLE 16 - DISPUTES

16.1. DISPUTES (BASED ON FAR 52.233-1)

(a) Any dispute arising under or related to this Subcontract, which the parties cannot settle by mutual agreement, may be resolved through appropriate legal proceedings. Pending settlement, decision, appeal or judgment, Subcontractor agrees to proceed diligently with performance of the subcontract.

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(b) If the Subcontractor submits a claim, which means a written demand or written assertion by the Subcontractor seeking as a matter of subcontract right the payment of money, or an adjustment or interpretation under the subcontract which arises under or is derived from the Prime Contract and that claim asserts that it is the result of Government action which falls under the Prime Contract's disputes clause, the Contractor (CH2M HILL) may sponsor the Subcontractor's claim, provided, that the Subcontractor follows the Prime Contract requirement for certification of such claim so as to meet the Contract Disputes Act requirements.

16.2. CHOICE OF LAW

Irrespective of the place of performance, the provisions in the Subcontract clauses or other federal clauses incorporated into the Subcontract will be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. To the extent that the federal common law of government contracts is not dispositive or other matters not arising under or related to the Subcontract performance are in dispute, the laws of the state where the project is located shall apply.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1. RIGHTS ARE NOT EXCLUSIVE

The rights and remedies of the Contractor (CH2M HILL) provided in this Subcontract shall not be exclusive and are in addition to any other rights and remedies provided by law or equity or under the Subcontract Documents.

17.2. NO WAIVER

No waiver by either party of any default by the other party in the performance of any provision of the Subcontract Documents shall operate as or be construed as a waiver of any future default whether like or different in character.

17.3. SEVERABILITY

If any of the Standard Terms and Conditions of this Subcontract shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereof. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

17.4. SURVIVAL

Any terms and conditions of this Subcontract intended by their terms to survive the Subcontract completion date, including but not limited to indemnification, record keeping requirements, and price reduction based on cost and pricing data, latent and patent defects, warranty and other provisions, shall survive the completion of the services under this Subcontract and the termination of this Subcontract for any cause.

17.5. NO THIRD PARTY BENEFICIARIES

Nothing in this Subcontract is intended to, nor does it, create any third party beneficiary rights.

17.6. NO PRIVACY OF CONTRACT WITH THE GOVERNMENT

There is no privity of Contract between the United States the Government and the Subcontractor under the Subcontract. The rights and remedies of the Subcontractor are limited as set forth in the Disputes Clause of this Subcontract.

17.7. ASSIGNMENTS

This Subcontract and the rights and duties hereunder shall not be assigned, subcontracted, or transferred by the Subcontractor, in whole or in part, without the Contractor's (CH2M HILL's) prior written approval.

This Subcontract may be assigned to the Government upon written notice to the Subcontractor by the Contractor (CH2M HILL).

ARTICLE 18 - OTHER GENERAL CONDITIONS

18.1. ADDITIONAL DATA REQUIREMENTS (BASED ON FAR 52.227-16)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data--General clause, which is incorporated herein by reference, or other equivalent included in this Subcontract) specified elsewhere in the Subcontract to be delivered, the Contractor (CH2M HILL) may, at any time during Subcontract performance or within a period of 3 years after acceptance of all items to be delivered under this Subcontract, order any data first produced or specifically used in the performance of this Subcontract.

(b) The Rights in Data--General clause or other equivalent included in this Subcontract is applicable to all data ordered under this "Additional Data Requirements" clause. Nothing contained in this clause shall require the Subcontractor to deliver any data the withholding of which is authorized by the Rights in Data--General or other equivalent clause of this Subcontract, or data which are specifically identified in this Subcontract as not subject to this clause.

(c) When data are to be delivered under this clause, the Subcontractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contractor (CH2M HILL) may release the Subcontractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

18.2. RIGHTS IN DATA--SPECIAL WORKS (BASED ON FAR 52.227-17)

(a) Definitions:

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term

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does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this Subcontract, and in all data first produced in the performance of the Subcontract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this Subcontract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Subcontractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this Subcontract.

(c) Copyright.

(1) Data first produced in the performance of this Subcontract.

(i) The Subcontractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this Subcontract without prior written permission of the Contractor (CH2M HILL). When claim to copyright is made, the Subcontractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including Subcontract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Subcontractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this Subcontract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contractor (CH2M HILL) may direct the Subcontractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government to its designated assignee.

(2) Data not first produced in the performance of this Subcontract. The Subcontractor shall not, without prior written permission of the Contractor (CH2M HILL), incorporate in data delivered under this Subcontract any data not first produced in the performance of this Subcontract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the

Subcontractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this Subcontract, the Subcontractor shall not use for purposes other than the performance of this Subcontract, nor shall the Subcontractor release, reproduce, distribute, or publish any data first produced in the performance of this Subcontract, nor authorize others to do so, without written permission of the Contractor (CH2M HILL).

(e) Indemnity. The Subcontractor shall indemnify the Contractor (CH2M HILL) and the Government and their officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this Subcontract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Subcontractor as soon as practicable of any claim or suit, affords the Subcontractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Subcontractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Subcontractor by the Contractor (CH2M HILL) or the Government and incorporated in data to which this clause applies.

18.3. GRATUITIES (BASED ON FAR 52.203-3)

(a) The right of the Prime Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Prime Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under the contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this Prime Contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the Prime Contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Prime Contractor (CH2M HILL) in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this Prime Contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Prime Contract.

(e) To the extent that the right of the Prime Contractor (CH2M HILL) to proceed under the Prime Contract is terminated by the Government as a result of a determination that a gratuity had been given in violation of FAR 52.203-3, this Subcontract shall be terminated upon notice thereof by the Prime Contractor (CH2M HILL). The rights of the parties shall be thereafter determined in accordance with the Subcontract clause hereof regarding "Termination (Cost Reimbursement)" of this Subcontractor subject to subparagraph (g) below.

(f) Inclusion of this clause is not intended to create or imply an agency relationship between the Prime Contractor (CH2M HILL) and Subcontractor, nor is it intended to signify that the Subcontractor is a representative of the Prime Contractor (CH2M HILL) legally or factually.

(g) The Subcontractor agrees to indemnify the Prime Contractor (CH2M HILL) if any of its actions, acting alone or in concert with anyone but the Prime Contractor (CH2M HILL), causes the Government to exercise its rights under this clause.

18.4. COVENANT AGAINST CONTINGENT FEES (BASED ON FAR 52.203-5)

(a) The Contractor (CH2M HILL) warrants to the Government that no person or agency has been employed or retained to solicit or obtain the Prime Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government has the right to annul the Prime Contract without liability or, in its discretion, to deduct from the Prime Contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts or proposes to exert improper influence to solicit or obtain Government contracts, nor holds itself out as being able to obtain any Government contract, or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts, nor holds out as being able to obtain any Government contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(c) The Subcontractor agrees to indemnify the Prime Contractor (CH2M HILL) if any of its actions, acting alone or in concert with anyone but the Prime Contractor (CH2M HILL), causes the Government to exercise its rights under this clause.

18.5. ANTI-KICKBACK PROCEDURES (BASED ON FAR 52.203-7)

(a) Definitions:

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any contractor, employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a Subcontract relating to a Prime Contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind. "Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a Prime Contractor (CH2M HILL) or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a Prime Contract.

"Subcontractor," as used in this clause, (1) means any person, other than the Prime Contractor (CH2M HILL), who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contract or a Subcontract entered into in connection with such Prime Contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor (CH2M HILL) or a higher tier Subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a Subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act) prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a Prime Contractor (CH2M HILL) to the United States or in the contract price charged by a Subcontractor to a Prime Contractor (CH2M HILL) or higher tier Subcontractor.

(c) (1) The Contractor (CH2M HILL) and Subcontractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in their own operations and direct business relationships.

(2) When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

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(3) The Subcontractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may --

(i) Offset the amount of the kickback against any monies owed by the United States under the Prime Contract and/or (ii) direct that the Prime Contractor (CH2M HILL) withhold from sums owed the Subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the Contractor (CH2M HILL) shall notify the Contracting Officer when the monies are withheld.

(5) The Subcontractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), but excepting(c)(1), in all subcontracts under this Subcontract.

(6) The Subcontractor agrees to indemnify the Prime Contractor (CH2M HILL) if any of its actions, acting alone or in concert with anyone but the Prime Contractor (CH2M HILL), causes the Government to exercise its rights under this clause.

18.6. OFFICIALS NOT TO BENEFIT (BASED ON FAR 52.203-1)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Subcontract, or to any benefit arising from it. However, this clause does not apply to this Subcontract to the extent that this Subcontract is made with a corporation for the corporation's general benefit.

18.7. ORDER OF PRECEDENCE (BASED ON FAR 52.215-33)

Any inconsistency in this solicitation or Subcontract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications);
- (b) Representations and other instructions;
- (c) Subcontract clauses;
- (d) Other documents, exhibits, and attachments; and
- (e) The specifications

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APPENDIX A
RELEASE AND CERTIFICATE OF FINAL PAYMENT
CH2M HILL

FOR _____
Site Name

With reference to Subcontract No. _____ dated _____, as amended, between the undersigned _____ (Subcontractor) and CH2M HILL (Contractor) the undersigned hereby certifies and represents that he has made full payment of all costs, charges, and expenses incurred by him or on his behalf for work, labor, services, materials, and equipment supplied to the foregoing project and/or used in connection with his work under said Subcontract.

The undersigned further certifies that to his best knowledge and belief, each of his Subcontractors and materialmen has made full payment of all costs, charges, and expenses incurred by them or on their behalf for work, labor, services, materials, and equipment supplied to the foregoing premises and/or used by them in connection with the undersigned's work under said Subcontract.

In consideration of \$ _____ as final payment under the Subcontract, the undersigned hereby unconditionally dismisses, releases, and forever discharges the Contractor (CH2M HILL) and the premises and property from all claims, liens, and obligations of every nature arising out of or in connection with the performance of said Subcontract and all amendments thereto, except as may arise under the indemnification article of the Subcontract.

As additional consideration for the final payment the Subcontractor agrees to indemnify and hold harmless the Contractor (CH2M HILL), its successors, assigns, directors, officers, agents, and employees and their properties from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorneys' fees arising out of or in connection with claims against the Subcontractor which claims arise out of the performance of the work under the Subcontract and which may be asserted by the Subcontractor or any of its suppliers, Subcontractors of any tier, or any of its or their representatives, officers, agents or employees, except as provided for in the indemnification article of this Subcontract.

The foregoing shall not relieve the undersigned of his obligations under the provisions of said Subcontract, as amended, which by their nature survive completion of the work, including, without limitation, warranties, guarantees, and indemnities.

Executed this _____ day of _____, 19____

By: _____

Title: _____

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Appendix B
EMPLOYEE CONFIDENTIALITY AGREEMENT

_____ agrees not to disclose to any entity external to CH2M HILL, EPA, or Department of Justice, either in whole or in part any data or technical data provided by CH2M HILL, the Government, or generated by the Subcontractor, any site specific cost information or any enforcement strategy without written permission of the EPA Contracting Officer. This Agreement shall be effective for a period of ten (10) years from the date of the Subcontract.

Employee signature and date

Subcontractor and date of Subcontract